



USAID | **NIGERIA**
FROM THE AMERICAN PEOPLE

Subject: Request for Proposals (RFP) Solicitation No.: **SOL-620-17-000004**
Strategic HIV/AIDS and TB Response Program (SHARP)

Dear Prospective Offerors:

The United States Agency for International Development (USAID) Mission to Nigeria is seeking proposals to provide technical services for a Strategic HIV/AIDS and TB Response Program (SHARP) as described in the attached Request for Proposals (RFP).

This procurement is being conducted through full and open competition for which the procedures described in FAR PART 15 of the Federal Acquisition Regulation (FAR), will apply. Proposals will be accepted from private for-profit firms, not-for-profit organizations, non-governmental organizations (NGOs) including universities, research organizations, professional associations, and relevant special interest organizations. USAID encourages proposals from potential new partners.

USAID anticipates the award of **Multiple** Award Indefinite Delivery, Indefinite Quantity Contracts (IDIQ) and no more than four (4) IDIQ holders for a five (5) year ordering period as a result of this RFP. USAID anticipates that the maximum ordering limitation of the Contract resulting from this RFP will not exceed **\$600,000,000** over the 5-year ordering period. The maximum aggregate dollar value of the IDIQ awarded to the contractor cannot exceed this Contract ceiling. There is no guarantee on the number of Task Orders that the successful contractor will receive or the amount of money beyond the minimum order guarantee set forth in the RFP. The North American Industry Classification System (NAICS) code for this solicitation is 541990 and the small business size standard is \$15 million. The authorized geographic code for this procurement is 935.

The Request for Task Order Proposal (RFTOP) requirements will be issued under a separate solicitation.

Please refer to Section L for information regarding proposal requirements. Offerors should take into account the expected delivery time required to submit proposal packages in hard copy and electronic as set forth in Section L, and they are responsible to ensure that proposals are received at the USAID/Nigeria Mission by the due date and time as specified in Section L. Failure to comply with the submission date and time will be deem any submission unacceptable and it will not be reviewed or evaluated. Faxed proposals are not acceptable, nor will they be reviewed or evaluated. Section M states the criteria by which proposals will be evaluated.

All questions related to the RFP must be submitted to abujahivprocurement@usaid.gov on the date and time indicated below. Unless otherwise notified by an amendment to the RFP, no questions will be accepted after this date.

This RFP in no way obligates USAID to award a Contract nor does it commit USAID to pay any cost incurred in the preparation and submission of a proposal. Award of a Contract under this RFP is subject to availability of funds and other internal USAID approvals.

Because of the complexity of this requirement, USAID is requiring that Past Performance information, outlined in Section L of this RFP, be submitted on the date indicated in the table below:

Action	Date	Time
RFP Issuance Date	March 08,2017	7:00 pm Abuja Local Time
Questions Due	March 17,2017	4:00 pm Abuja Local Time
Past Performance Due	April 14, 2017	4:00 pm Abuja Local Time
Proposals Due	May 01,2017	4:00 pm Abuja Local Time

USAID encourages prospective offerors to regularly check Federal Business Opportunities for amendment to the solicitation. Thank you in advance for your interest in this procurement.

Sincerely,

//s//

Crystal Byrd Ogbadu
Contracting Officer
USAID/Nigeria

Attachment:
Solicitation Number: AID- SOL-620-17-000004

See SF 33 Attachment contained in PDF

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ANC	Antenatal Clinic
AIDS	Acquired Immunodeficiency Syndrome
ART	Antiretroviral Therapy
BBFSW	Brothel-Based Female Sex Worker
CBO	Community Based Organization
CCM	Country Coordinating Mechanism
CDC	Center for Disease Control
CDCS	Country Development Cooperation Strategy
CFR	Code of Federal Regulation
COP	Country Operational Plan
COR	Contracting Officer Representative
CSO	Civil Society Organization
DHIS	District Health Information System
DHS	Demographic and Health Survey
DO	Development Objective
DOD	Department of Defense
DOTS	Direct Observation Therapy Short-course
EA	Expenditure Analysis
EID	Early Infant Diagnosis
EMMP	Environmental Mitigation and Monitoring Plan
FAR	Federal Acquisition Regulation
FBO	Faith Based Organization
FMOH	Federal Ministry of Health
FP	Family Planning
FSW	Female Sex Workers
GARPR	Global AIDS Response Program Reporting
GBV	Gender-based violence
GDP	Gross Domestic Product
GFATM	Global Fund for AIDS, TB and Malaria
GON	Government of Nigeria
GUCs	Grants under Contracts
HCWM	Health Care Waste Management
HDI	Human Development Index
HIV	Human Immunodeficiency Virus
HSS	Health Systems Strengthening
HTS	HIV Testing Services
IDIQ	Indefinite Delivery Indefinite Quantity
IMHIPP	Integrated MARPs HIV Prevention Project-
INH	Isoniazid
IP	Implementing Partner
IPT	Isoniazid Preventive Therapy
IR	Intermediate Result
IS	Injection Safety
KP	Key Population

LACA	Local Government Action Committee on AIDS
LGA	Local Government Area
MARPs	Most At Risk Populations
MDAs	Ministries, Departments and Agencies
MER	Monitoring Evaluation and Reporting
MCH	Maternal and Child Health
MDG	Millennium Development Goals
MDR-TB	Multi-Drug Resistant Tuberculosis
M&E	Monitoring and Evaluation
MER	Monitoring, Evaluation and Reporting
MOH	Ministry of Health
MSM	Men who have Sex with Men
MTCT	Mother to Child Transmission
NACA	National Agency for the Control of AIDS
NBBFSW	Non Brothel-Based Female Sex Worker
NGO	Non-Governmental Organization
NSF	National Strategic Framework
NSP	National Strategic Plan
NTBLCP	National Tuberculosis and Leprosy Control Program
OGAC	Office of Global AIDS Coordinator
OSS	One-Stop-Shop
OVC	Orphans and Vulnerable Children
PAD	Project Appraisal Document
PCRPP	President's Comprehensive Response Plan (PCRPP) for HIV/AIDS in Nigeria
PEPFAR	President's Emergency Plan for AIDS Relief
PHDP	Positive Health Dignity and Prevention
PITC	Provider Initiated Testing and Counseling
PLHIV	People Living with HIV
PMTCT	Prevention of Mother to Child Transmission
PMV	Patent Medicine Vendor
PPP	Public-Private Partnership
PRO-ACT	Prevention Organizational Systems AIDS Care and Treatment
PWID	People Who Inject Drugs
QMS	Quality Management System
RFP	Request for Proposals RFP
RH	Reproductive Health
SACA	State Agency for the Control of AIDS
SBCC	Social and Behavior Change Communication
SHARP	Strategic HIV and AIDS Response Program
SHiPS	Strengthening HIV Prevention Services
SIDHAS	Strengthening Integrated Delivery of HIV/AIDS Services
SIMS	Site Improvement through Monitoring Systems
SNU's	Sub National Units
STI	Sexually Transmitted Infection

TB	Tuberculosis
TEC	Total Estimated Cost
TO	Task Order
TWG	Technical Working Group
UNAIDS	United Nations Program on HIV/AIDS
UNICEF	United Nations International Children's Emergency Fund
USAID	United States Agency for International Development
USG	United States Government
VMMC	Voluntary Medical Male Circumcision
WHO	World Health Organization
WRAIR	Walter Reed Army Institute of Research

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The United States Agency for International Development (“USAID” or the “Agency”) requires the Contractor to provide technical services described in the Statement of Work (“SOW”) in Section C of this Indefinite Delivery, Indefinite Quantity (“IDIQ”) Contract to implement the Strategic HIV/AIDS Response Program (“SHARP”). USAID/Nigeria Task Order Contracting Officers (TOCOs) will request subsequent work through the issuance of subsequent Task Orders (TOs) during the ordering period as specified in Section F of the Contract.

B.2 CONTRACT TYPE AND SERVICES

This is a **Multiple Award IDIQ** Contract utilizing individual TOs to provide technical services. The Government will issue task orders in the following contract type: Cost-Plus-Fixed-Fee (“CPFF”) contracts (term or completion); Cost-Plus-Award-Fee (“CPAF”); Cost-Plus-Incentive-Fee (“CPIF”); any Firm Fixed-Price (“FFP”) type; or, any combination thereof.

B.3 MINIMUM OBLIGATED AMOUNT

As required by FAR § 16.504(a) (1), the minimum order guarantee for this IDIQ Contract is **\$25,000**. USAID/Nigeria will order and the Contractor must furnish the minimum order amount of services.

Following this initial obligation, individual TOs will obligate funds to cover the work required under that task order.

B.4 MAXIMUM CONTRACT CEILING

This is a multiple award IDIQ with an overall ceiling not to exceed **\$600,000,000**. The maximum aggregate dollar value of the TOs awarded to all contractors must not exceed this Contract ceiling. This ceiling is not being subdivided among the number of awardees nor is it being multiplied by the number of awardees.

B.5 FIXED FEE CEILING (Cost-Plus-Fixed-Fee Task Orders Only)

(a) For each CPFF TO issue under this IDIQ, the TOCO and Contractor agree to negotiate a set dollar amount for fixed fee. In negotiating the fixed dollar amount for fee, the TOCO must consider the policies and factors for establishing fee in FAR 15.404-4 as well as any applicable USAID policy on establishing a fixed fee amount. In no event, however, may the amount of fixed fee in any individual TO exceed TBD percent of the task order’s estimated cost, excluding fee.

This fee ceiling is not applicable to Grants under Contracts (GUCs), if any, or other costs that have a separate fee ceiling established in the contract. The fixed fee ceiling applies to the prime contract and all CPFF subcontracts.

Fees for CPIF or CPAF task order types will be negotiated by the TOCO at the time of task order award.

- (b) The ceiling on fixed fee does not apply to Firm-Fixed-Price (FFP) TOs.
- (c) No fee on fee is authorized. Primes that are represented in Joint Ventures and are also proposed as subcontractors are authorized to propose fixed fee under either the prime Contract or the subcontract, not both.
- (d) Fixed Fee Payment. For any TO issue under this Contract, at the time of each payment of allowable costs to the contractor, the USAID paying office ordinarily pays the contractor a percentage of fixed fees that directly corresponds to the percentage of allowable costs being paid. Two exceptions to paying fixed fee in this manner apply:
 - (1) If the TOCO determines that this method results in paying a disproportionately higher ratio of fixed fee than the percentage of work that the contractor has completed, then the TOCO may suspend further payment of any fixed fee until the contractor has made sufficient progress to justify further payment, up to the agreed percentage.
 - (2) In accordance with "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8), the terms and conditions of these clauses apply after total payments of fixed fee reach eighty-five percent (85%) of the total fixed fee.
- (e) Separate Handling Fee Ceiling Applicable To Grants Under Contracts (GUCs)
 - (1) In no event may the amount of handling fee (if any) applicable to GUCs in any individual TO exceed TBD percent of the TO GUC cost.

B.6 INCENTIVE FEE AND AWARD FEE

- (a) For each CPIF TO issue under this IDIQ, the TOCO and Contractor agree to negotiate the target cost, target fee, and fee adjustment formula. The Government also reserves the right to utilize non-monetary incentives as described in FAR 16.402.
- (b) For each CPAF TO, issued under this IDIQ, the TOCO and Contractor agree to negotiate an estimated cost, base fee, an award fee, a maximum fee (the sum of the base and award fee amounts), and a fee payment plan. Award fee determinations will be made unilaterally by the

CO, in accordance with an approved evaluation plan, and such determinations will not be subject to appeal under the Disputes clause of the contract.

B.7 CONTRACT LINE ITEMS (CLINs)

CLINs will be established based on requirements in the respective Task Orders.

B.8 LABOR (Only applicable to cost reimbursement type task orders)

(a) Central management costs will be handled through the following method:

Contractors will be authorized to bill USAID directly for IDIQ management costs as specified in a TO which will be issued under a separate solicitation.

(b) Unburdened Ceiling Daily Rates (CDR)

(1) The TO rates must not exceed the CDRs set forth in the table in Section B.11 below.

Each CDR for personnel listed below is “unburdened” and must only include salary costs or consulting rates of the individual providing the services.

The CDR for employees must not include the following:

- (i) Payroll costs (fringe benefits, FICA, allowances, differentials, etc.);
- (ii) Indirect Costs applicable to labor; and,
- (iii) Profit or fee, if any.

The CDRs set forth in Section B.11 are fixed for the contract period and is for a productive eight (8) hour day, and apply to all subcontractors set forth in clause 52.244-2 in Section I. If a new subcontractor is proposed for a specific TO on other than a fixed-price basis, the CDRs set forth in Section B.11 below will apply, and the subcontract is subject to consent by the TOCO in accordance with FAR Part 44.

Actual salaries for all personnel will be negotiated under task orders and final approval is provided by the TOCO. The ceiling rates presented below do not constitute approval of final salary rates above the Contractor Salary Threshold (CST) (see ADS 302).

(2) The single unburdened ceiling daily rate for each labor category/group below represents the junior-level, mid-level, and senior level rate in each category/grouping. One unburdened ceiling daily rate for each labor category/grouping is included in the contract to provide more flexibility under task orders. If junior-level personnel are required under task orders, they must be proposed at rates below the unburdened ceiling

daily rate.

(c) Minimum Qualifications

In order to perform the SOW set forth in Section C, the Contractor must provide personnel that meet the minimum education and experience requirements set forth below. Labor categories must be specific to the Contractor's technical approach, and appropriate for successful execution of the IDIQ and TOs. These minimum qualifications correspond to the labor matrix in Section B.11.

<i>Education + Experience Requirements</i>			<i>Experience Requirements (Substitution of Relevant Work Experience in Lieu of a Degree)</i>
Level	Academic Degree*	AND Years of Relevant Work Experience**	Years of Relevant Work Experience***
Junior	BS/BA Less than BS/BA****	0-4	10
Mid	Ph.D. JD/ABD MS/MA/MB BS/BA Less than BS/BA****	4 5 6 8 10	18
Senior	Ph.D. JD/ABD MS/MA/MB BS/BA Less than BS/BA****	8 10 12 15 20	25

Language fluency, relevant regional experience, and international development experience requirements will be specified in individual task orders.

**Highest degree obtained should be related to work being performed.*

*** Experience should be related to the work being performed.*

****Relevant Work Experience is required for the levels indicated.*

***** Applies to Non US academic qualification equivalence.*

(d) Subcontractor Rates

The following provides guidance for various subcontracting arrangements:

- (1) The Prime subcontracts with an approved subcontractor from the original IDIQ competition.
 - The unburdened CDR's for the prime Contract apply to the subcontractor.
- (2) The Prime contracts with a new subcontractor not yet approved
 - The unburdened CDR's for the prime Contract apply to the new subcontractor.
- (3) Prime subcontracts with a new subcontractor not yet approved and may or may not have a different cost accounting system that only processes fully burdened rates. Further, subcontractor proposes rates that are "above" the prime IDIQ rates.

The Prime may then include in its TO proposal, (i) the fully burdened rate proposed to the Prime by the Subcontractor, (ii) allocation of the Prime's indirect costs in accordance with established accounting practices, and (iii) a reasonable profit. If the rates proposed to USAID, inclusive of the Prime's allocable indirect costs and a reasonable profit are *above* the Prime's unburdened CDRs, the Prime must disclose the amount of the indirect costs, and the amount of the proposed profit that were added to the Subcontractor's proposed rates. A reasonable profit will be negotiated by the TOCO for the specific TO. The CDRs of the subcontractor must not exceed the prime's CDRs in the IDIQ Contract.

B.9 LABOR (UNBURDENED CDR) RATE CHANGES

The labor rates are fixed for all contract years; however, the Contractor may submit a proposal reducing the labor rates and/or indirect rates at any time during the life of this contract. The Government will review these proposals and determine if the revised rates are realistic and in the best interests of the Government. If the rates are accepted, the Government will modify the contract by incorporating the new rates into the contract.

B.10 SHORT TERM TECHNICAL ASSISTANCE BURDENED RATE

Certain TOs may require Short Term Technical Assistance (STTA); whereby, the contractor may propose daily (8 hours of productive work and 2,080 hours, or 260 days annually) fully burdened rates, consistent with the Contractor's technical approach. No additional fee, overhead, G&A, or other costs may be added to the fully burdened rates.

B.11 LABOR MATRIX

The labor rates below are fixed for the life of the Contract unless amended in accordance with B.9 (also see Attachment No.:J1):

		Labor Level	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7
LABOR CATEGORIES		Jr/Mid /Snr	Daily Rate	Daily Rate	Daily Rate	Daily Rate	Daily Rate	Daily Rate	Daily Rate
LTTA (UNBURDENED)									
<i>1. Expert U.S Nationals/Third Country Nationals (USN/ TCN)</i>									
Code/No.	TBD								
Code/No.	TBD								
Code/No.	TBD								
Code/No.	TBD								
<i>2. Cooperating Country Nationals (CCN)</i>									
Code/No.	TBD								
Code/No.	TBD								
Code/No.	TBD								
Code/No.	TBD								
<i>3. Home Office Staff (as applicable)</i>									
Code/No.	TBD								
Code/No.	TBD								
Short Term Technical Assistance -STTA (FULLY BURDENED)									
<i>1. International/Regional</i>									
Code/No.	TBD								
Code/No.	TBD								
<i>2. Local</i>									
	TBD								
	TBD								

Note 1: The Unburdened Ceiling Daily Rates apply to any Task Order(s) that are awarded under this contract. **The contractor must provide a definition of the labor category to be included**

in the final contract.

Note 2: The Unburdened Ceiling Daily Rates apply to all labor (the prime contractor, subcontractor, TCNs, CCN's, and consultant salaries). CCN and TCN labor are also governed by the local compensation plan limitations as further provided in note 3 below.

Note 3: Locally Hired National Personnel or Other Non-U.S. Expatriate Rates:

- All locally hired national personnel and other non-U.S. expatriates must be paid in accordance with AIDAR 722.170.
- Salaries for individual locally-hired personnel and other non-U.S. expatriates under this contract and any resulting subcontract must be in accordance with AIDAR 752.7007, Personnel Compensation (July 2007), and should be based upon a combination of factors including the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by USAID and consideration of the individual's education, work experience and recent relevant salary history.
- Unless otherwise authorized by USAID, the compensation for CCN and TCN labor must not exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by USAID and must be paid in the currency of the cooperating country.
- Contractors must follow guidance provided under AIDAR 722.170 and AIDAR 752.7007 regarding compensation exceeding stipulated limitations, and present required justifications to facilitate approvals prior to hiring concerned personnel.
- Approval of the Contractor's proposal does not constitute approval by the "Mission Director or the Assistant Administrator" as required by AIDAR 722.170. Approvals will be treated on a case-by-case basis.

Note 4: The Unburdened Ceiling Daily Rates above do not apply to Fixed Price Task Orders.

Note 5: Fully burdened rates are intended for all staff providing Short Term Technical Assistance (STTA) under the contract and subsequent TOs, as applicable. Contractors are responsible for identifying the categories of such STTA consistent with their technical approach.

Note 6: The proposed level-of-effort for this contract and any task order under this contract is based on 8 hour workday and 2,080 hours, or 260 days annually. It has been determined by the Contracting Officer that up to **75.0 percent** of the level is limited to junior and mid-level staff, and **25.0 percent** is proposed on senior positions. The contractor must include the LOE to comply with the above percentage of work provided above.

Labor Categories and Definition:

Table No.: 1 - Labor Categories

No	Labor Category	Unburdened CDR (Senior-Level)	Unburdened CDR (Mid-Level)	Unburdened CDR (Junior-Level)
1	Director	\$	\$	N/A
2	Program Manager, Clinical Services	\$	\$	\$
3	Behavioral Health Clinician	\$	\$	\$
4	Outreach Coordinator	\$	\$	\$
5	Case Manager	\$	\$	\$
6	Evaluation Advisor	\$	\$	\$
7	Technical Advisor - Orphans and Vulnerable Children	\$	\$	\$
8	Cross-Cutting Specialists	\$	\$	\$
9	Home Office Specialist Positions	\$	\$	\$
10	Administrative Support Specialists	\$	\$	\$

Table No: 2 - Definition of Labor Categories

Labor Category	Illustrative Examples
Director	Director, Project Manager, Chief of Party, and Deputy Chief of Party.
Program Manager, Clinical Services	The Program Manager, Clinical Services is responsible for overseeing and coordinating all the activities of HIV testing, medical case management, and non-medical case management staff and services.
Behavioral Health Clinician	Under the supervision of the Director, the individual in this position is responsible for providing a full range of culturally sensitive behavioral health treatment and intensive case management services to clients who are HIV+ as part of a multi-disciplinary behavioral health team.
Outreach Coordinator	To assist in the coordination and implementation of HIV care and support, counseling, testing and referrals (including recruitment of recruiters) for participants on the SHARP intervention. Assist in coordinating and conducting outreach efforts to the target populations including conducting presentations and providing counseling testing and referral services and managing the contractor's administrative responsibilities.
Case Manager	Case managers possess or develop an understanding of HIV transmission, prevention, and treatment. Case managers are responsible for setting boundaries and goals with all of the women engaged in care. The Case Manager identifies HIV+ pregnant women in Nigeria and links them to prenatal care and helps to remove barriers to treatment and care for their high-risk children and their families for the sole purpose of preventing infants from becoming

	HIV infected.
Evaluation Advisor	Serve as team lead for designing, conducting, and managing evaluations; provide quality control oversight for evaluation; and ensure the integrity of the methodology, process, and comparability of evaluation findings. Responsible for leading a multidisciplinary cross-cultural team as applicable, and an expert in quantitative and qualitative evaluation methods.
Technical Advisor - Orphans and Vulnerable Children	The primary role of the Technical Advisor for HIV Orphans and Vulnerable Children is to provide technical assistance to orphans and vulnerable children (OVC) programming with particular emphasis on supporting OVC programs in Nigeria. This position will ensure technical excellence through contributions made to project development, project implementation and monitoring and evaluation.
Cross-Cutting Specialists	Gender Specialist, Monitoring & Evaluation Expert, Social/Community Impact Advisor, Communications Advisor, Web Designer.
Home Office Specialist Positions	Home Office Project Managers, Compliance, Grants, Accounting, Security or Procurement Specialist.
Administrative Support Specialists	Secretary, Receptionist, Clerk.

B.12 INDIRECT COSTS (Applicable to cost reimbursement TOs)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs must be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases for prime contractors and their major subcontractors.

Offeror	Fringe Rate %	Overhead Rate %	Overhead Ceiling Rate %	G&A Rate %	G&A Ceiling Rate %
PRIME (Insert Name)					
Base of Application					
Source: (insert)					
Period: (insert)					
SUBCONTRACTOR(S) (Insert Name (s))					
Base of Application					

Source: (insert)					
Period: (insert)					

NOTE: Insert additional indirect rates as needed for all primes and major subcontractors in the above table.

*Special Note: The un-shaded columns in the indirect cost table are the current approved indirect cost rates for the prime and major subcontractor(s).

The Contractor will make no change in its established method of classifying or allocating indirect costs that impacts this contract without the prior written approval of the Contracting Officer.

Reimbursement for indirect costs must be at final negotiated rates, but not in excess of ceiling rates specified above.

The Government must not be obligated to pay any additional amount associated with indirect costs above the ceiling rates established in the contract. This advance understanding must not change any monetary ceiling, cost limitation, or obligation established in the contract.

B.13 REIMBURSABLE COSTS

(Applicable to cost reimbursement TOs)

For cost-reimbursement task orders, USAID will only reimburse the Contractor for allowable costs in accordance with FAR § 52.216-7, "Allowable Cost and Payment," FAR § 52.216-8, "Fixed Fee," FAR § 52.232-20, "Incentive fee," FAR § 52.216-10, "Limitation of Cost," and FAR § 52-232-22, "Limitation of Funds," if applicable, and AIDAR 752.7003, "Documentation for Payment."

END OF SECTION B

SECTION C - STATEMENT OF WORK

C.1 BACKGROUND AND CONTEXT

C.1.1 INTRODUCTION

USAID/Nigeria Office of HIV/AIDS and TB envisions a Strategic HIV/AIDS and TB Response Program (SHARP) with an expanded effort with the Government of Nigeria (GON) to identify and support rapid scale-up of proven interventions through improvement of service delivery and strengthening of health systems. The activity will focus its support for service delivery in nine intervention areas: HIV Testing Services (HTS), HIV diagnosis and treatment, HIV care and support, prevention of mother-to-child transmission of HIV (PMTCT), TB/HIV service integration, RH/HIV integration, orphans and vulnerable children (OVC), laboratory services, and health systems strengthening (HSS).

The activity is intended to substantially improve case identification for HIV and TB in prioritized locations and amongst key population (KP), maximize linkages to care and treatment for People Living with HIV (PLHIV) and OVC, optimize retention in quality care and ensure improved health outcomes for persons affected by both diseases. It will also promote the integration of HIV/AIDS services with other health programs and should produce substantive benefits including increased operational efficiencies, reduced stigma and discrimination associated with accessing services, and ultimately expanded HIV/AIDS service utilization. It will improve ownership and accountability in HIV and TB programs as well as strengthen the Nigerian health system and improve target population access and uptake of quality HIV/AIDS and TB services, working within the disease specific National Strategic Frameworks and Plans.

C.1.2 BACKGROUND

Nigeria is the most populous country in Africa with a current population estimate of 185 million. It also has a young population, as approximately 40 percent are under the age of 15. The country is diverse in its geography and its people, which include over 250 ethnic groups who speak more than 500 languages. It has one of the largest economies in Africa with an estimated 2013 gross domestic product (GDP) of \$521.8 billion (World Bank, 2014). Despite this, Nigeria is classified as a lower-middle-income country with 62 percent increase of its citizens living in extreme poverty. Even though it has substantial resources, only 5.3 percent of GDP is invested in the public health care system, which is unable to provide basic, cost-effective services for the prevention and management of common health problems. The country is lagging behind on a range of health indicators, including Human Immunodeficiency Virus (HIV) and Tuberculosis (TB), diseases which can be controlled in the population, are at epidemic levels.

Nigeria has the second largest HIV/AIDS burden in the world and ranks fourth amongst the 22 highest TB burden countries in the world (WHO, 2016). The national HIV prevalence rate is 3.6 percent (UNAIDS, 2015). The rate varies widely among key populations and geographically.

Injection drug users (IDUs) have alarmingly high prevalence rates of 54.0 percent. Prevalence rates among commercial sex workers (CSWs) are 21 to 27.0 percent, and men who have sex with men (MSM) are 17.0 percent. About 23.7 percent of new infections occur among persons perceived as practicing “low risk sex” in the general population including married sexual partners, Mother To Child Transmission (MTCT), 22.0 percent, anal sex, 8.0 percent, casual heterosexual sex 8.0 percent, PWIDs, 7 percent and clients, 5 percent. Medical injections, blood transfusion, partners of PWIDs, and female partners of MSM account for 1.0 percent each. Sex workers and partners account for 4.0 percent of infections each (MOT, 2009).

C.1.3 STATEMENT OF THE PROBLEM

(a) The HIV burden in Nigeria

Reducing the high burden of HIV and TB in Nigeria, the most populous country in Africa, remains a significant public health challenge. Nigeria faces the daunting task of harnessing its vast natural and human resources in order to effectively reduce HIV and TB morbidity and mortality and institutionalize health system reforms to facilitate a sustainable public health response.

In total, about 3,438,442 people are currently estimated to be living with HIV in Nigeria, with about 743,996 PLHIV currently receiving treatment, which leaves a huge unmet need. In 2013, the estimated number of new HIV infections was 239,155, and estimated AIDS deaths have risen from 141,225 in 2000 to 233,604 in 2013. Coverage rates for PMTCT, Antiretroviral Therapy (ART), viral load and early infant diagnosis (EID) remain unacceptably low and Nigeria accounts for about one-third of new HIV infections in children (about 60,000 annually) due to high mother-to-child transmission rates. Through 2014 in Nigeria, only 30 percent of HIV positive pregnant women received ART to prevent mother to child transmission (PMTCT). Only 12 percent of children living with HIV are on ART. Approximately 174,253 AIDS-related deaths occurred in Nigeria in 2014 (down from 210,031 in 2013) and the population of OVC is estimated at over 1,736,782 (UNAIDS, GARPR 2015).

(b) Tuberculosis prevalence and HIV/Tuberculosis co-infection in Nigeria

Tuberculosis (TB) is a major cause of morbidity and mortality throughout the world. It is one of the top three causes of death among women of reproductive age and it is the leading cause of death among PLHIV. According to 2012 National Tuberculosis Prevalence Survey, there are an estimated 600,000 cases of TB in Nigeria. Tuberculosis prevalence rates vary widely geographically and among different sub-populations. It is estimated that men have a two-fold increase in TB prevalence compared to women and that rates are higher in urban settings compared to rural populations. Nigeria lacks estimates on the burden of TB in children; however, it is likely that children under 15 years of age represent at least 10.0 percent of total TB cases. Drug resistance to rifampicin and isoniazid constituting multidrug-resistant tuberculosis (MDR-TB) is 2.9 percent among new cases and 14.7 percent among retreatment cases. An estimated 22 percent of TB patients are co-infected with HIV.

C.1.4 Implementation Challenges

(a) Risk factors for HIV and TB transmission in Nigeria

Key drivers of HIV infection in Nigeria include low personal risk perception, multiple concurrent sexual partners, transactional and inter-generational sex, ineffective services for sexually transmitted infections (STIs), and inadequate access to and poor quality of health care services. Entrenched gender inequalities and inequities, chronic and debilitating poverty, and persistence of HIV/AIDS-related stigma and discrimination also contribute to the spread of the infection. The National TB Strategic Plan (NSP-TB) 2015-2020 notes additional challenges to controlling TB in Nigeria, including under-diagnosis (and treatment) in adults, poor case detection, and inadequate capacity to address drug-resistant TB. Infection with HIV remains the most powerful known risk factor for predisposition to TB disease.

(b) Systems level challenges

Systems-level reviews of the national HIV/AIDS and TB response identified critical challenges towards achieving epidemic control. These include:

- Unmet needs in high-prevalence areas;
- Limited domestic financing of the response;
- Weak coordination at national and state levels;
- Limited state government resource contributions;
- Challenges with human resources for health;
- Weak supply systems;
- Limited service delivery capacity;
- Vertical, stand-alone services delivery systems with poor integration.
- No harmonized health management information system.

(c) Safety, Security and Access Concerns

Conflict has been a pervasive concern in some geographic locations in Nigeria, ranging from the insurgency in the Northeast, communal clashes in the Benue region as well as militancy and violent attacks on oil infrastructure in the Niger Delta. Violence often disrupts the economic and social systems that limit people's ability to access health services. Human rights issues including stigma and discrimination are also notable inhibitors to accessing HIV/AIDS/TB services. In addition, pro-Biafra separatist groups in the south and southeast have stepped up their agitations that could further destabilize southeastern Nigeria and the Delta region.

Given the conflict and violence in society if target LGAs are affected by such violence and hinder the implementation of activities there are resources within the Mission that can be leveraged to provide support.

While some of these challenges maybe outside USG's manageable interests, they present a

unique opportunity for USAID/Nigeria to bridge existing service access gaps and address key financial, system and coordination challenges, while promoting greater responsibility for the HIV/AIDS and TB response at state levels. USAID/Nigeria will pursue its focus-area strategy through a data-driven approach to programming.

C.2 CURRENT INTERVENTIONS AND ACCOMPLISHMENTS

C.2.1 Role of Government of Nigeria in the HIV and TB response

The Government of Nigeria (GON) coordinates HIV response activities through the federal, state and local levels via the National Agency for the Control of AIDS (NACA), State Agency for the Control of AIDS (SACAs), and Local Government Action Committees on AIDS (LACAs). The GON has developed several National Strategic Frameworks (NSFs) to guide the HIV/AIDS response.

In 2013, the Nigerian President released a two year President's Comprehensive Response Plan for HIV/AIDS in Nigeria (PCRP 2015-2017). The PCRP was developed as an advocacy tool to mobilize internal or domestic resources for the HIV response at both state and national levels. However, this goal is still far from being achieved. The GON faces a number of challenges to meeting its response targets.

The GON established the National TB and Leprosy Control Program (NTBLCP) in 1989. The National TB Strategic Plan (NSP-TB) provides the blueprint to effective TB intervention in Nigeria. The goal of the 2015-2020 NSP-TB is to “ensure universal access to high-quality, patient-centered TB prevention, diagnosis and treatment services for Nigerians with all forms of TB; regardless of geographic location, income, gender, age, religion, tribe or other affiliation.” The 2025 goal of the NTBLCP is to achieve a 50 percent reduction in TB prevalence rate and 75 percent decrease in TB mortality as compared to 2013. The NTBLCP is led by a national coordinator and is operationalized by state TB control officers and LGA TB supervisors.

C.2.2 Coordination with donors and civil society

This program aligns with UNAIDS 90-90-90 goal that says, “By 2020, 90% of all people living with HIV will know their HIV status. By 2020, 90% of all people with diagnosed HIV infection will receive sustained antiretroviral therapy. By 2020, 90% of all people receiving antiretroviral therapy will have viral suppression.” USAID/Nigeria works closely with UNAIDS and other donors, especially the Global Fund, to realize this vision and to ensure that activities are complementary and not duplicative. The USG's collaboration with the Global Fund and its partners leverages resources and shares best technical practices for roll-out and scale-up of successful interventions.

Civil Society Organizations (CSOs) continue to be critical partners in national development and the HIV/AIDS and TB response through their flexible, participatory and innovative approaches. They constitute the key link with beneficiary communities, especially in ensuring improved

access, coverage, and quality, while serving as agents for advocacy, accountability, and sustainability.

C.2.3 Private Sector Engagement

The private sector plays a complementary and substantial role in healthcare service delivery in Nigeria. It is estimated that 60 percent of Nigerians access the private sector as their first source of care. Retail pharmacies and patent medicine vendors play an important role in selling and dispensing drugs. In addition, local and multinational companies such as Cadbury and Chevron have instituted programs addressing HIV/AIDS in the workplace and implement community outreach programs. The GON has developed some private-public partnerships (PPPs) with private sector entities, such as the NACA partnership with a private banking facility (ECOBANK) which provides university-based, youth-oriented health care services. Strengthening the quality and range of HIV/AIDS services delivered through the private sector and the role of public-private partnerships in HIV/AIDS prevention care and treatment represents an opportunity to expand access to quality.

C.2.4 USG Contributions

The USG has provided \$4.5 billion from Fiscal Years (FYs) 2004 – 2016 for President's Emergency Plan for AIDS Relief (PEPFAR) activities in Nigeria. The program's priorities have been HIV/AIDS care and treatment, PMTCT, prevention, health systems strengthening (HSS), and TB/HIV co-infection prevention and treatment, and it has focused on key populations and OVC. PEPFAR's USG partners in Nigeria have been the United States Agency for International Development (USAID); the Centers for Disease Control and Prevention (CDC); and the Walter Reed Army Institute of Research (WRAIR). During the first phase of PEPFAR (2003-2007), sites were widely dispersed across states and LGAs, and there was frequent duplication of efforts. In PEPFAR's second phase (2008-2012), CDC and USAID moved toward a regionalization of efforts where each organization was responsible for supporting separate states in order to more effectively use resources to prepare for the transition of a manageable program package to GON. During this phase, there was a move toward decentralization and engaging at the state and LGA levels. There was also an emphasis on Health Systems Strengthening (HSS). In PEPFAR 3.0 (2013 till present), LGAs-states will be identified for prioritization, USAID and CDC will support a package of treatment, prevention, and HSS interventions led by the lead implementing partner and the emphasis will be on saturation, which attempts to reach everyone in the targeted LGA-state.

C.2.5 USAID Supported Interventions

In support of the GON President's National Strategic Framework for HIV, refer PEPFAR Technical Considerations for COP/ROP 2016. USAID/Nigeria's project goal of a healthier population, and the PEPFAR 3.0 goal of increasing access to high impact interventions ("the right things") in high burden areas ("the right place"), USAID/Nigeria currently supports a variety of activities. These activities are designed to deliver high-impact interventions designed

to reduce the burden and impact of HIV in Nigeria, in alignment with the mission development objective and intermediate result of increasing the utilization of quality health services in target areas and population groups increased. This goal is hinged on the development hypothesis that an increased utilization of health services will result from an improvement in the quality of those services, which requires sustained state-level political and financial commitment to ensure the availability of trained healthcare providers and quality products, accessibility to services for targeted clients when and where they need them, and an increased level of knowledge of positive health-seeking behavior that will motivate patients to demand and use these health services.

To improve efficiencies with service delivery and to facilitate transfer of ownership to the GON, one USG agency and one Lead implementing partner (IP) works through the corresponding State Ministries, Departments and Agencies (MDAs) and other relevant stakeholders to support the delivery of HIV care and treatment services. Lead IPs provide support to the state governments to plan, budget, manage, monitor, evaluate, coordinate and sustain HIV/AIDS, TB, and related public health programs.

Starting in Financial Year (FY) 2016, USAID has implemented the PEPFAR pivot, which involves strategic investment in prioritized locations as a proof of concept that epidemic control is possible. This pivot hopes to demonstrate the outcome of streamlining HIV care and treatment investments towards ‘saturation’ in a few locations with a high burden of HIV, thereby achieving epidemic control. Saturation in these priority local government areas (LGAs) is defined as 80 percent of persons living with HIV on antiretroviral treatment. In these LGAs, approaches should be tailored towards identifying HIV positive persons, improving testing yields, strengthening linkages to treatment and ensuring retention and viral suppression, towards the attainment of the UNAIDS 90-90-90 goals. All other areas have been designated as sustained support LGAs. In the sustained support LGAs, PEPFAR is focused on retaining existing patients on treatment.

(a) Clinical HIV/AIDS Service Partners (including TB/HIV co-infection):

USAID/Nigeria currently supports two comprehensive HIV/AIDS Care and Treatment activities: the Strengthening Integrated Delivery of HIV/AIDS Services (SIDHAS) activity and the Prevention Organizational Systems AIDS Care and Treatment (PRO-ACT) activity. The goal of each has been to scale up and/or sustain access to quality HIV/AIDS services along the continuum of care and treatment. These activities have expanded coverage for interventions designed to diagnose HIV and TB co-infection, care and treat HIV and TB co-infection, prevent transmission of HIV and strengthen health systems. These health systems strengthening activities include: strengthening diagnostic services, drug/commodity management, monitoring, evaluation and surveillance. Both SIDHAS and PRO-ACT are focused on access to health services; however SIDHAS is responsible for a mix of sustained support and priority LGAs, while PRO-ACT is responsible for sustained support LGAs. These LGA designations came into effect in FY 2016, when the USG decided to focus on aggressive expansion of services in selected LGAs, as a demonstration that Nigeria could reach HIV epidemic control. A select number of priority LGAs are being supported to scale up and the remaining LGAs will continue to be supported to maintain already enrolled patients on treatment.

The partners coordinate closely with state governments and the GFATM principal recipients that also support service delivery. The USG and the GON are working together to integrate HIV/AIDS services within the primary health care system, as HIV/AIDS services are now available in over 6,000 health facilities across the country. The USG has also begun to transition support away from sites that find and treat very few HIV/AIDS patients, and encourage patients to seek treatment at facilities that care for higher volumes of HIV/AIDS patients. The IPs have also improved on the stewardship of the national HIV/AIDS response by Nigerian institutions within the state.

(b) Key Population (KP) Implementing Partners

Men who have sex with men (MSM), female sex workers (FSW) and persons who inject drugs (PWID) have been identified as key population groups whose behavior puts them at increased risk of HIV infection. USAID/Nigeria supports two implementing mechanisms to provide comprehensive HIV/AIDS and STI prevention services for KPs: the Integrated MARPs HIV Prevention project (IMHIPP) and the Strengthening HIV Prevention Services for Most At-Risk Populations project (SHiPs for MARPs). These two projects aim to improve coverage of high-quality prevention services to KP and increase access to comprehensive care and treatment for HIV positive KP. IMHIPP and SHiPs work with grassroots KP-led organizations and networks to increase their capacity to develop, manage, and evaluate effective HIV prevention interventions, and create an enabling environment for KP community-based programming through advocacy for KP-friendly health policy. In line with UNAIDS's 90-90-90 goal of achieving community viral suppression among most-at-risk populations, the two KP projects in FY16 commenced the provision of HIV/AIDS care and treatment services within KP-friendly drop in-centers known as one-stop-shops (OSS). The KP partners also coordinate closely with the GFATM principal recipients that also support service delivery within the same states.

(c) TB Implementing Partners

USAID/Nigeria is working closely with the NTBLCP and the GFATM, under non-PEPFAR funding that is focused on expanding TB case finding, care and treatment. Activities are targeted in states with the highest TB burden and the lowest performing programs. Activities are focused on both the public and private sector. Community-based programs are identifying local solutions to effectively fight against TB, and close partnerships with civil society are building local capacity to sustain protection from tuberculosis. Communities and vulnerable populations are being protected from TB by early case detection and ensuring treatment to completion in high risk populations, including PLHIV.

(d) Community Based Partners: Reducing the Transmission and Impact of HIV Infection

USAID Nigeria works closely with the host government, GFATM and other stakeholders to develop and implement innovative approaches to reduce HIV prevalence, particularly among

priority populations such as OVC in target states. The interventions include increasing awareness and knowledge about HIV/AIDS, promoting healthy behaviors including risk avoidance, HIV counseling and testing services and improving referrals and linkages to care and treatment services. USAID also supports activities to improve health outcomes and livelihoods for OVC in close collaboration with the Ministry of Women Affairs and Social Development, UNICEF and other key stakeholders. These activities include: building caregiver parenting skills, improving household livelihoods and food security, increasing vulnerable children's access to education and healthcare, strengthening community social safety nets and strengthening community and state level mechanisms to protect OVC from abuse. IPs also promotes sustainability of social welfare systems through targeted system strengthening activities with the Federal and State Ministries of Women Affairs and Social Development.

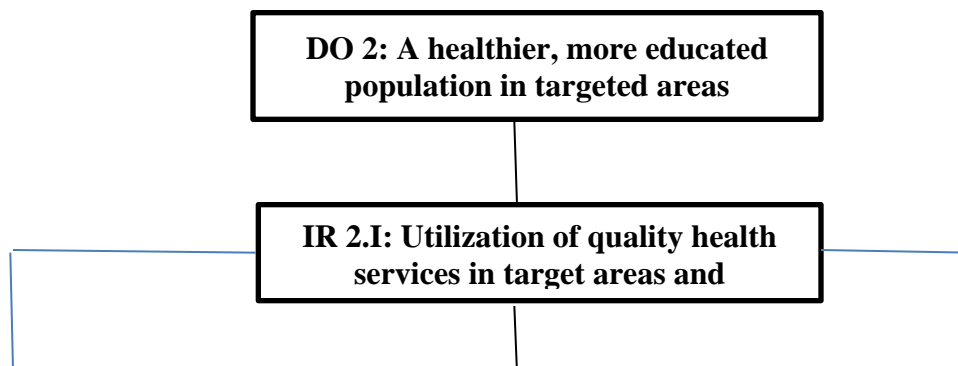
C.3 PROPOSED PROGRAM

The SHARP activity will contribute to the GON National Strategic Framework for HIV/AIDS, USAID/Nigeria's goal of a healthier Nigerian population, and the PEPFAR 3.0 goal of increasing access to high impact interventions ("the right things") in high burden areas ("the right place").

C.3.1 Alignment with Country Development Cooperation Strategy (CDCS)

The SHARP activity aligns with the U.S. Government Mission in Nigeria Integrated Country Strategy 2017-2019 and the USAID/Nigeria CDCS, hinged on the hypothesis that if the GON can provide services for its citizens, and support a more equitable distribution of economic growth, funded primarily from Nigeria's own national wealth, then extreme poverty will be reduced in a more stable, democratic nation.

This activity will contribute to USAID Nigeria's CDCS Development Objective (DO 2): A healthier, more educated population in targeted states and specifically, the HIV/AIDS-TB Intermediate Result – "Utilization of quality HIV/AIDS and TB services in target areas and population groups increased." The development objective and intermediate results advanced through this activity are illustrated in figure 1:



Sub IR 2.1.1:
**Governance of health
systems and institutions
strengthened**

Sub IR 2.1.2: Demand for
quality primary health care
services increased

Sub IR 2.1.3: Access to
quality health services
improved

(a) Sub-Intermediate Result 1: Governance of health systems strengthened

Improving the health system will strengthen the capacity of the GON to effectively lead the HIV/AIDS and TB response. Increased efficiencies from these activities will promote sustainable control of the epidemic and ensure the continuity of quality services in an increasingly resource-constrained environment. It will also foster increased country ownership and support greater accountability and transparency.

(b) Sub-Intermediate Result 2: Demand for quality primary health care services increased

Increasing demand is fundamental to improving uptake of HIV/AIDS & TB services and for applying pressure on state authorities and LGAs to ensure the availability of these services at an established standard of quality. Demand generation activities provide people with critical knowledge about these diseases and motivate behavioral changes to reduce risky behaviors and take the appropriate action when exposed.

(c) Sub-Intermediate Result 3: Access to quality HIV/AIDS/TB services improved

Increasing the availability of quality services will lead to better health outcomes by increasing the number of HIV and TB infected people on treatment, particularly among vulnerable groups. Smart integration of HIV/AIDS & TB services with the general primary healthcare system will support a sustainable health system and reduce geographic and financial barriers faced by many Nigerians when seeking care and treatment.

The SHARP activity will contribute to the Mission Development Objective (DO) 2 by Keeping people alive, healthy and productive and the Intermediate Result (IR) 2.1 by providing quality HIV/AIDS/TB services to targeted locations and populations for the highest impact. This activity will contribute to the 3 stated Sub-IRs above, including strengthening of the health systems through improved ownership, transparent programming and accountability by GON. Increased domestic resource allocation for HIV/AIDS/TB programs will improve coverage and reduce transmission and ultimately reduces future costs for more sustainable programs. The activity will maximize demand creation activities in locations prioritized for scale up of HIV/AIDS/TB services and will improve service uptake. The SHARP activity will institute quality services in targeted locations and ultimately expand access to HIV/AIDS/TB services.

C.3.2 Alignment with GON National Strategic Plans for HIV/AIDS and TB

The SHARP activity aligns with the GON National HIV/AIDS Strategic Framework and Plan (2016-2020) which seeks to fast track the National response towards ending HIV/AIDS in 2030. It also aligns with the goal of the National Strategic Plan for Tuberculosis Control (2015-2020) see:

http://www.health.gov.ng/doc/National%20Strategic%20Plan%20for%20Tuberculosis%20Control%20%20%202015_2020.pdf, which seeks to ensure universal access to high-quality, patient-centered TB prevention, diagnosis, and treatment services for Nigerians with all forms of TB, regardless of geographic location, income, gender, age, religion, tribe, or other affiliation.

C.4 SCOPE OF WORK

C.4.1 Purpose

USAID/Nigeria envisions a Strategic HIV/AIDS Response Program in support of the Government of Nigeria, to improve the quality and effectiveness of high-impact, evidence-based HIV/AIDS interventions to meet Nigeria's state/LGA-specific goals and objectives. The specific objectives of the activity include the following:

1. Improved HIV/AIDS and TB case identification and linkages to care and treatment thru targeted and efficient approaches
2. Enrollment of patients on HIV/AIDS/TB therapy with adequate adherence and minimal loss to follow-up;
3. Successfully suppress HIV viral load;
4. Offer specialized services that attract Key Populations (e.g. MSM, sex workers and PWIDs); and
5. Increase GON capacity to expand, oversee and finance HIV/AIDS and TB services.

The SHARP activity is designed to focus its support for service delivery across the following intervention areas: **HIV testing services (HTS), HIV diagnosis and treatment, HIV care and support, prevention of mother-to-child transmission of HIV (PMTCT), TB/HIV service integration, RH/HIV integration, orphans and vulnerable children (OVC), laboratory services, and health systems strengthening.**

This activity will:

- Follow and build upon past and current USAID/Nigeria activities, closely link all intervention packages with care and treatment service delivery, and be responsive to local epidemiology and context.
- Carry forward PEPFAR's agenda on prioritizing the geographic and service delivery points where HIV/AIDS services are offered.
- Adopt global best practices and contribute to national efforts to increase utilization of quality HIV/AIDS and TB services in high prevalence and underserved LGAs in Nigeria.
- It is expected that all award(s) under this activity will coordinate effectively to identify,

link, and support patients, including key populations, to receive high quality care and treatment services (including relevant PMTCT and TB and HIV services).

- Support both public and/or private sector providers and community structures in the identification of PLHIV, their treatment, and their continued viral suppression—as outlined in the United Nations Program on HIV/AIDS 90-90-90 Framework (UNAIDS, 2014) — an evidence-based path to controlling the HIV epidemic in Nigeria.
- Prioritize activities that enhance treatment optimization and implement treatment differentiation models to achieve better outcomes and create efficiencies.
- The HSS component will focus on sustainability and host government ownership by providing technical assistance to the host government to plan, budget and manage HIV/AIDS and TB programs.

Ultimately, the activity will seek to achieve increased utilization of quality HIV/AIDS and TB services in target areas and population groups towards epidemic control in select locations, while ensuring retention in quality HIV/AIDS and TB care.

C.4.2 Geographic Scope

The current PEPFAR rationalization places a single USG agency and lead implementing partner in each state of Nigeria (See Attachment No.: J.2) to oversee the continuum of care and treatment and work with the state government. The area of implementation under the IDIQ will be a combination of LGA/States across USAID designated states in Nigeria. The specific states and LGA support will be further delineated in TOs. Activities under SHARP will be determined by disease burden, resources available to the USG, and local HIV and TB epidemiology and will be implemented across a combination of any of the LGA categorizations below. TOs will serve USAID's role within the PEPFAR rationalization of states by USG agency, which may change. The TOs will provide descriptions of what HIV/AIDS and TB package of services for KPs and general population will be implemented across the LGA categorizations defined below:

- **Scale-up:** Scale-up LGAs where there remains a high-burden of HIV infection and significant unmet need for ART. Within the USG's budgetary limitations, resources are dedicated to these LGAs to help achieve full coverage of HIV/AIDS care and treatment services.
- **Sustained:** Sustained response LGAs where those already enrolled on HIV/AIDS care and treatment will be maintained on treatment while new enrollment will occur at a minimal level. Within budgetary limitations, support will be focused on sustaining current service delivery and ensuring high-quality care.
- **Transitioned:** Transitioning LGAs where USG-supported HIV testing, PMTCT, care and treatment programs will (or have been) transitioned to the host government; or where very little demand for services exist. Patients may be referred to services in a neighboring LGA, or LGAs may fall into this category because they receive very limited PEPFAR support, principally HIV drugs and commodities.

The operating environment of several states/LGAs in Nigeria is unique due to significant

security challenges resulting from militant insurgency and indiscriminate terror attacks. This has created a hazardous environment for both patients and service providers and has resulted in significant internal displacement of patients on ART. The program will demonstrate the ability to manage program implementation in conflict (or complex emergency) environments.

KP programs will be focused on targeted HIV testing to find and link the greatest number of PLHIV to care and treatment, while ensuring significant coverage of prevention and other support services to KPs. The key population component of this activity will focus on specific LGAs, depending on prevailing epidemic priorities and guidance from OGAC. To support existing and expanded high-quality service delivery, these award(s) will support targeted health system strengthening activities that will take place both within specific LGAs, over a group of LGAs, or at the national level.

Geographic considerations are dynamic and can change as the epidemic evolves and the Nigeria security situation changes. The contractor must be responsive to these changes.

C.5 CORE INTERVENTIONS

The contractor under the SHARP activity shall implement programs across core interventions (described below) using innovative and improved ways for delivering the best quality service for maximum impact, in line with the objectives of this activity.

C.5.1 HIV Testing Services (HTS) and Linkage

The contractor will deliver an efficient package of HTS that improves testing yields for positive patients, through utilizing approaches that reflect the peculiarities of target geographic locations. The contractor will identify barriers to testing and propose areas of intervention to increasing testing amongst high risk populations. In sustained support LGAs, HTS activities will be limited to facility-based HTS (with the exception of Tier 2 KP activities outlined above) and will not include routine provider-initiated testing and counseling (PITC). HTS in sustained support LGAs will be based solely on clinical symptomatology or client requests. In implementing successful HIV/AIDS/TB programs, the contractor will take cognizance of safety and security concerns in some geographic locations as well as issues of stigma, discrimination and human rights abuses as it pertains to accessing services, and take steps to mitigate their inhibitory effects.

C.5.2 PMTCT

The contractor will deliver cost effective package of services that close the gaps in the PMTCT clinical cascade including early initiation on ART for HIV-exposed infants and HIV-positive children. Using innovative and efficient approaches, contractor will ensure effective sample transport and result retrieval systems, supportive supervision, quality data reporting, and quality standards of care.

C.5.3 Adult and Pediatric (under 15 years) Facility and Community-Based Care and

Treatment

The contractor will institute efficient systems that ensure the prompt enrolment of PLHIV (adults and pediatric) into HIV care and treatment and explore models of care that ensures patient's adherence to ARVs and retention in quality care.

C.5.4 TB-HIV Care

The contractor will demonstrate resourcefulness in identifying HIV/TB co-infected patients and institute well-coordinated referral linkages that optimizes prompt enrolment of co-infected patients into HIV and TB treatment. Case identification should include key populations, women and children.

C.5.5. Key Populations

The contractor will explore KP-led context specific approaches to maximizing testing yields amongst KP networks and ensuring prompt linkages to KP friendly treatment services. It is expected that initiatives to retain key populations in care will be instituted.

C.5.6 Laboratory

The contractor will institute systems that ensure prompt collection of specimens for monitoring of patients on treatment, including efficient and effective sample management systems, increased uptake of HIV and TB laboratory services and improved result retrieval systems. It is expected that the contractor will institute laboratory quality management systems (QMS) and explore private sector engagements that will improve uptake of laboratory services including maintaining flexibility as emerging technologies/guidelines evolve.

C.5.7 Expertise with the Private Sector

The contractor will identify and implement creative approaches to engaging private sector entities in expanding access and uptake for HIV and TB services. It is anticipated that work within certain LGAs (or groups of LGAs) will require expertise in advancing HIV care and treatment within the private sector.

C.5.8 Operations and Implementation Research

The contractor is encouraged to use Small Business Utilization for implementing "Operations and Implementation Research" activities under this IDIQ contract. The contractor may partner with small business in combination to new technologies that will be implemented during the course of this award, such as HIV self-testing, viral load testing through dried blood spots or point-of-care testing. New guidance, 'test and start' or 'test and offer' and new implementation approaches (ART distribution through technology or community platforms) will also be introduced during the course of this award. The contractor is required to perform operational and

implementation science research, occasionally with other implementing partners. This will include idea generation, protocol development and approval, data analysis, and data dissemination to inform future programming in Nigeria and abroad. This will require close collaboration with other IPs, the USG and GON.

C.5.9 Health Systems Strengthening to Support Clinical Services

The contractor will institute cost effective approaches that improves the capability of State and LGA levels for supportive site supervision, budgeting, and facility level resource allocation to improve HIV clinical service delivery. Transfer of expertise to the GON to improve allocative efficiencies and ensure transparent programming is a critical deliverable.

C.6 FUNDING

Funding for this activity will come from PEPFAR resources for Nigeria, which cumulatively has amounted to \$4.5 billion from Fiscal Years (FYs) 2004 – 2016. In FY17, with a PEPFAR Nigeria budget of \$409.1 million, there is an increasing focus on efficiencies and “doing more with less”, targeted geographic locations and prioritizing core interventions for impact. Of the FY 17 PEPFAR Nigeria budget, 37.5 % (\$153.5 million) was expended on HIV/AIDS commodities through a procurement and distribution mechanism that serves all PEPFAR implementing agencies. USAID/Nigeria also has a non-PEPFAR funded TB portfolio from USAID Global Health resources with current FY16 funding level of \$14.5 million. Under this IDIQ, some PEPFAR resources will be committed to providing TB/HIV services.

This IDIQ will not include the procurement and distribution of anti-retroviral drugs (ARVs), rapid test kits and other commodities, which will be undertaken by a specified Contractor. Under this IDIQ, the Contractor will be expected to explore creative ways of leveraging existing resources and investments in the sector, avoid duplication of effort, save costs and demonstrate efficiencies. The range of technical interventions to be supported in select locations (LGA-State) will be determined before issuance of TOs.

C.7 OTHER TECHNICAL CONSIDERATIONS

C.7.1 Gender

Gender-based power inequalities mean that women face barriers in deciding if, when and with whom to have sex; whether to use contraception; if, when and how many children to have; how to seek health care, and who has access to productive resources and opportunities to determine their life’s outcomes. Men and boys are also affected by gender expectations that may encourage risky sexual behavior, discourage utilization of health services, and narrowly define their roles as partners and family members. Gender norms around masculinity and sexuality not only create pressure to engage in risky sexual behavior, but also put men who have sex with men (MSM) at increased risk of HIV by creating additional stigma and discrimination that can prevent them from seeking or accessing services.

Gender-based violence (GBV) has implications for almost every aspect of health and development from access to- and use of- health services, to educational attainment, economic empowerment, and full enjoyment of human rights. Although women and girls are the most at-risk and most affected by GBV, boys and men can also experience GBV, as can sexual and gender minorities, such as men who have sex with men and transgender persons. Regardless of the target, GBV is rooted in structural inequalities between men and women and is characterized by the use and abuse of physical, emotional, or financial power and control. Traditional gender norms in Nigeria encourage male superiority, and tolerate or even justify violence against women. Community sanctions against perpetrators, where they exist, are weak.

Gender equality and female empowerment are essential for achieving USAID's development goals. USAID seeks to operationalize the USAID Gender Equality and Female Empowerment Policy as well as the PEPFAR Gender Strategy by addressing gender gaps and inequalities, improving access to resources, reducing gender-based violence and promoting female leadership and empowerment. Specifically, USAID seeks to promote the UNAIDS 90-90-90 principle via interventions that help narrow gender gaps in Nigeria, focusing on three overarching outcomes:

- Reduce gender disparities in access to, control over, and benefit from resources, wealth, opportunities and services in economic, social, political, and cultural arenas.
- Decrease gender based violence and mitigates its harmful effects on individuals and communities.
- Increase the capability of women and girls to understand their civil rights, have control over life outcomes, and influence decision making in their household, community, and society.

USAID seeks to adopt strategies that will meet people where they are, with special focus on men and youth. The following illustrative activities support this focus:

- Utilize social media to promote HTS and address gender norms that inhibit positive health seeking behavior.
- Utilize male and female role models and champions to promote HTS at the community and facility levels and on social media.
- In scale-up sub-national units (SNU), support uptake of HTS for men and non-pregnant women at the community level with targeted and index case testing.
- Promote family testing (including of OVC) for HIV and index case testing.
- Establish pilot clinics for men. Weave lessons learned into existing health systems to strengthen services for men.

Target men in high burden LGAs with mobile testing; identify cohorts of men who are not accessing HIV testing (such as MSM) and focus on culturally appropriate strategies to increase men's testing and linkages to clinical and community-based services.

The contractor must implement activities to change harmful gender norms, promote positive

gender norms relative to HIV and promote gender-related policies and laws that increase legal protection. The contractor will link clinical services to community-based interventions aimed at constructively engaging men in transforming harmful norms, supporting their female partners, and meeting their own health needs, as well as deliver a minimum package of post GBV care services that protect the dignity, rights, and well-being of those at risk for and survivors of GBV in line with the PEPFAR Gender Strategy and the WHO clinical and policy guidelines.

C.7.2 Sustainability

The Contractor must work towards achieving GON ownership and sustainability by facilitating maximum GON involvement in HIV prevention, care and treatment service delivery. The Contractor will work to provide technical assistance and capacity building support to sub-national governments to enable them to independently plan, budget, manage and monitor HIV prevention, care and treatment programs. The Contractor will leverage HSS and sustainability work of other USG-supported projects, as well as the work of other donors.

C.7.3 Environment

The Contractor must adhere to the conditions set forth in the Mission Initial Environmental Examination (See Attachment No.: J.3) and any other environmental documents developed and approved by USAID prior to the initiation of the contract. Please see Section H.28 for detailed environmental considerations related to this project.

C.7.4 Security Considerations

Nigeria has been designated a high threat post and the Contractor is responsible for its own security and must take steps to be responsive to this shifting environment. Contractor's are advised that there are occasional reports of robberies and car-jacks, some involving armed gunmen, on Nigeria's urban and rural road network. The U.S. State Department travel advisory for Nigeria regularly issues information regarding risks of travel to some states in Nigeria because of the risks of kidnapping, robbery, and other armed attacks in these areas. The advisory also informs that throughout the country, violent crime committed by individuals and gangs, as well as by persons wearing police and military uniforms, remains a problem. The contractor should be cognizant of the fact that LGA categorizations may potentially fall into areas prone to armed conflict and security vulnerability.

The contractor is encouraged to leverage trainings on conflict negotiation and mitigation from the USAID/Nigeria Office of Peace, Governance and Democracy as well as conduct conflict assessments in potentially dangerous areas where critical indicated, while exploring safe passages to "no go areas."

The Contractor is encouraged to establish a comprehensive and dynamic safety and security plan pertaining to all aspects of its activities and the activities of its employees in the performance of all work related to this Contract as well as the off-duty activities of its employees, as those

activities relate to performance of Contract work, serving in Nigeria. The Contractor must also work closely with and establish working relationships with all authorized and appropriate safety and security organizations and entities for the protection and safety of its operations and employees.

The Contractor will be responsible for its own security under this Contract and will employ a security profile that is cost-effective. The Contractor is responsible for maintaining the security of its personnel, materials, and equipment commensurate with the circumstances involved. All employees of the Contractor must meet the requirements of their work-site which may include background checks, security/restricted area clearance, drug-free workplace, safety training and/or other inspections/requirements.

C.8 TRANSITION STRATEGY

The USAID /Nigeria Office of HIV/AIDS and TB envision a seamless transition from existing activities to this SHARP program. This includes the continuation of implementation activities and best practices that support patients already on HIV/AIDS care and treatment to receive uninterrupted services, including the mandatory documentation and reporting for routine commodities supplies as well as monitoring and evaluation requirements. The Contractor will be required to provide the necessary site supervision and compliance with quality improvement systems.

Sustainability is a critical component of this program and the Contractor must implement the program within the framework of the GON and build on the health systems gains from the previous projects and other donors. The Contractor must continue efforts in transferring capacity to host country ownership (at an early stage of and throughout the life of the program) by investing in country- and state-led plans and health systems, with the ultimate goal of transferring ownership and leadership of HIV/AIDS programs to the GON.

The Contractor must design and develop strategies, approaches, and a planning process for ensuring sustainability, including capacity building and transfer of knowledge and skills to local Nigerians. The Contractor must endeavor to partner with local organizations and develop innovative solutions that utilize local knowledge and expertise. To the extent possible, the Contractor will include local institutions or individuals as team members, to capitalize on local knowledge, capabilities, and build local capacity. The Contractor must identify local organizations that will be key sub-partners that will work with the prime over the life of the award. The Contractor will undertake capacity building efforts for these local organizations to provide activity implementation, with strengthened financial and reporting systems. The Contractor must present a local capacity development work plan outlining specific results and milestones for the transfer of capacity to local organizations and their ability to access future USAID funding.

C.9 MONITORING, EVALUATION AND LEARNING

The Contractor must integrate monitoring, evaluation and learning through the implementation of a set of activities on a continuous process in order to achieve results outlined in the SHARP program. Activity monitoring, evaluation, and learning must emphasize the systematic process of collecting and analyzing performance data and other information to track progress toward planned results.

The contractor must monitor the progress and context within each IR, at a minimum, by tracking performance indicators for each sub-IR, and ensure that indicators and monitoring data, as described in the M&E Plan, are up-to-date and of sufficient quality for the purposes of learning and managing adaptively. The Contractor will analyze performance by comparing actual results achieved against the expected results and targets initially set at the activity level. This analysis is critical in determining the progress made in achieving the expected results identified in the Mission CDCS Results Framework, the DO and the activity. USAID/Nigeria is committed to evidenced-based programming and reporting. The Mission is also committed to incorporating “learning” into all aspects of its programming through a variety of means from assessments, portfolio reviews, data analysis, etc. USAID/Nigeria seeks to continually learn and strengthen its efforts for activity monitoring, evaluation, and learning.

USAID will visit all sites where the Contractor will be working, including but not limited to, offices, communities and field sites for monitoring or other purposes.

C.9.1 Expected High Level Outcomes

The program will seek to achieve the following high-level outcomes:

1. Reduce the incidence and spread of HIV/AIDS in Nigeria
2. Reduced burden and impact of TB, drug-resistant TB, and TB/HIV in Nigeria.
3. Improved capacity of the GON to be the stewards of the HIV/AIDS and TB response.

Specific outcomes and indicators will be defined for each task order.

C.9.2 Monitoring Indicators

USAID will use core and non-core indicators to monitor Contractor performance. **The following high level indicators are** considered useful to understand the performance and evolving context of the SHARP program. While indicators will not be the only means of monitoring the SHARP activity, they will be an important part of such monitoring efforts.

PEPFAR:

- Increasing the number of PLHIV (including KPs) on treatment in the targeted locations.
- Achieving viral suppression amongst PLHIV on treatment in targeted locations.
- Reducing Mother to Child Transmission (MTCT) in targeted locations

TB:

- Increasing the number PLHIV diagnosed and treated for TB.
- Increasing the number of TB patients diagnosed with HIV initiated on ART.

C.9.3 Evaluation

The IDIQ COR will work with the Program Office and the Mission's new Monitoring, Evaluation and Learning Contractor to plan for and commission evaluations. Stakeholders, including beneficiaries, partner country partners, implementing partners, other USAID and U.S. Government entities, may be engaged to inform the development and prioritization of evaluation questions. Evaluations may be mid-term, final, ex-post, or conducted at any time as appropriate. This may include a mix of both required and non-required external evaluations and will be consistent with the Agency's new October 2016 Evaluation Policy.

External Mid-term Evaluation: USAID/Nigeria will conduct an external mid-term evaluation to assess progress toward the objectives, and achievement of the annual targets. The results of the mid-term evaluation will guide the implementation of the award for the remaining period. USAID/Nigeria may also use the mid-term results and recommendations to inform critical programmatic decisions.

External Final Evaluation: USAID/Nigeria will also conduct an external final evaluation of the award.

Evaluation Questions: Illustrative evaluation questions will include:

- In target areas, to what extent did the interventions contribute to:
 - ✓ Reducing HIV/AIDS prevalence, TB-HIV co-infection, and TB prevalence?
 - ✓ Strengthening the GON's capacity to be the steward of both the HIV/AIDS and TB response?
- What intervention approaches were most effective?
- What are the most significant challenges encountered during program implementation and what are the best strategies for addressing them?

USAID/Nigeria will fund both the external mid-term and final evaluation of the award.

C.10. IMPLEMENTATION APPROACH

C.10.1 Technical Direction

USAID/Nigeria will designate a COR as the primary contact with the Contractor's Key personnel. All subsequent TOs to be awarded under the IDIQ will also have TOCORs who will coordinate with the TOCO and the Contractor Key personnel under the TOs.

C.10.2 Contractor

The Contractor will have adequate managerial and institutional capacity needed to produce the results outlined in the scope of objectives. This must include the ability to adjust and adapt to unforeseeable changes in-country. Adequate management and administrative structures will include policies and practices for overall implementation of the program in personnel, financial, and logistical support. The activity will consider partnerships and sub-agreements with other organizations to provide additional technical input and the roles of such sub-partners should be clearly articulated in the proposal. The activity should maximize the role of Nigerian organizations and promote eventual Nigerian ownership of the HIV program. USAID Nigeria encourages partners to strengthen the skills and competencies of local Nigerian staff and to place them in senior management positions for which they may be qualified.

The contractor's organizational structure should respond to the realities of managing a program of this scale and scope, which will require a decentralized management structure that gives both the central office and field (State and/or LGA) offices a high level of decision-making and implementation authority.

C.10.3 Other Stakeholders

The contractor will coordinate with other USG, including CDC and DOD grantees carrying out PEPFAR-supported programs. The contractor will also provide technical assistance to the GON at state and local governments to improve their capacity to be better stewards of the HIV/AIDS response. The Contractor will establish close working relationships with other partners including NGOs, CBOs as well as private sector partners in delivering quality services to communities. Coordination, collaboration and harmonization of program activities with the GON and other stakeholders will be crucial and the contractor will be expected to identify opportunities for synergies with other stakeholders. In an effort to avoid duplication of activities, the contractor will coordinate with other donors including the GFATM, UNAIDS and the World Bank to ensure synergies and leveraging efforts. The contractor will establish and develop close working relations with relevant GON MDAs at state and local levels, as well as other indigenous and local partners.

C.11 GRANTS UNDER CONTRACT (GUCs)

Funds will be made available in some TOs for the award and administration of grants. GUCs must be utilized under this IDIQ to promote local ownership and capacity building of local partners. A grants manual will be required. All grants must comply with branding and marking requirements set forth in the approved Contractor's approved branding and marking Plan as well as comply with environmental requirements.

GUCs will be solicited, negotiated, and administered following provisions in Section H.29 of the IDIQ contract.

END OF SECTION C

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

- (a) It is USAID policy that USAID-financed commodities and shipping containers, and program construction sites and other program locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.
- (b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for program construction sites and other program locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this Contract, or by the Mission Director in the cooperating country to which commodities are being shipped, or in which the program site is located.
- (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- (d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 BRANDING AND MARKING POLICY

- (a) In accordance with ADS 320 “Branding and Marking,” this IDIQ incorporates USAID’s policy directives and required procedures on branding and marking of USAID-funded programs, projects, activities, public communications, and commodities with the USAID identity.

Markings under this Contract must comply with the USAID “Graphic Standards Manual” available at www.usaid.gov/branding or any successor branding policy.

- (b) The Contractor must develop a Branding Implementation Plan (BIP) and Marking Plan (MP) for the IDIQ to describe how program deliverables shall be branded. The BIP will implement USAID branding strategy for the Strategic HIV/AIDS Response Program IDIQ:

Program Name: Strategic HIV/AIDS Response Program

Branding Strategy: The branding shall incorporate the message that the assistance is “From the American People and through USAID”

Desired level of visibility: USAID identity must be prominently displayed in commodities of equipment; infrastructure projects; printed, audio. Visual or electronic public communications; studies, reports, publications, websites, and promotional and informational products; and

events.

Organization to

Be acknowledged: The branding may acknowledge other organizations deemed as partners of an event or deliverable.

The Marking Plan must enumerate all of public communications, commodities, infrastructure projects, program materials, events, deliverables, and other items that shall be marked with the USAID identity or brand.

(c) Each Request for Task Order Proposals (RFTOP) under this IDIQ will request a program-specific Branding Implementation Plan (BIP) and Marking Plan (MP). For each TO, the contractor must develop a detailed Branding Implementation Plan (BIP) and Marking Plan (MP) specific to the TO.

The Marking Plan will include requests for exceptions to marking requirements for programmatic reasons, to be approved by the Contracting Officer. Waivers, as defined by ADS 320, may be necessary for compelling political, safety or security concerns, or if the marking will have an adverse effect in the host country. Marking and attribution for physical structures may need to be visible as soon as work commences. Contract deliverables to be marked with the USAID identity must follow design guidance for color, type, and layout in the Graphic Standards Manual, available at www.usaid.gov/branding, and all successor branding policies (if any).

D.3 BRANDING STRATEGY, IMPLEMENTATION PLAN AND MARKING PLAN

The Contractor must comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracts” (effective date: 01/08/2007) at <https://www.usaid.gov/sites/default/files/documents/1868/320.pdf>, and USAID “Graphic Standards Manual” available at www.usaid.gov/branding, or any successor branding policy.

The Contractor must submit a Branding Implementation Plan and Marking Plan consistent with the instructions of each TO. The Contractor will follow the approved plan during implementation of each task order unless a waiver is requested and approved by the Task Order Contracting Officer.

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 “Clauses Incorporated by Reference” in Section I of the IDIQ Contract.

NUMBER	TITLE	DATE
Federal Acquisition Regulation (48 CFR Chapter 1)		
52.246-2	Inspection of Supplies—Fixed-Price	AUG 1996
52.246-3	Inspection of Supplies—Cost Reimbursement	MAY 2001
52.246-4	Inspection of Services—Fixed-Price	AUG 1996
52.246-5	Inspection of Services—Cost Reimbursement	APR 1984
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility for Supplies	APR 1984

E.2 INSPECTION AND ACCEPTANCE

- (a) Inspection and acceptance of IDIQ-related deliverables will primarily take place at the location listed below. The IDIQ Contracting Officer, the IDIQ Contracting Officer Representative (“COR”), and the Coordinator retain the right to inspect and accept any deliverables required by any task order issued under this IDIQ Contract.

Office of HIV/AIDS & TB - SHARP
Plot 1075, Diplomatic Drive
Central Business District
P.M.B 519, Garki, Abuja, Nigeria

- (b) USAID reserves the right to inspect and accept any services, reports, and other required deliverables or outputs where the services are performed and where reports and deliverables or outputs are produced or submitted. The IDIQ Contracting Officer has delegated authority to inspect and accept all services, reports, and required deliverables or outputs to the IDIQ COR as designated in **Section G.4**.

E.3 RESPONSIBLE OFFICIAL

- (a) Pursuant to FAR § 52.246-4, “Inspection of Services—Fixed Price,” and FAR § 52.246-5, “Inspection of Services—Cost Reimbursement,” the cognizant Task Order Contracting Officer’s Representative (“TOCOR”) will inspect and accept deliverables, outputs, or other development results required by each task order issued under this IDIQ Contract.

The acceptance of goods and services and reports or deliverables by the cognizant TOCOR will form the basis for payments to the Contractor.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following Contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 Clauses “Incorporated By Reference” in Section I of this Contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
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Federal Acquisition Regulation (48 CFR Chapter 1)

52.242-15	STOP-WORK ORDER	AUG 1989
52.242-15	STOP-WORK ORDER ALTERNATE I	APR 1984
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 PERIOD OF PERFORMANCE

- (a) The period of performance for the contract, including all Task Orders, is from the effective date of the IDIQ,
- (b) The ordering period is from will be no more than five (5) year IDIQ ordering period, followed by up to two (2) years ending when the last TO expires.
- (c) Task order performance may continue up to 2 years after the ordering period of the effective date of the IDIQ which is the end of the period of performance.

F.3 PLACE OF PERFORMANCE

The place of performance under this Contract is **Nigeria** as described in the Section C.

F.4 PERFORMANCE STANDARDS

- (a) Evaluation of the contractor's performance must be conducted for each TO in accordance with the performance standards set forth in the TO, if any, the Contractor's overall performance toward achievement of the objectives in Section C and provision of deliverables in Section F of the TO, and the Contractor's compliance with all other terms and conditions of the IDIQ and TO.
- (b) Contractor Performance Reports: On an annual basis, the TOCOR will complete a Contractor Performance Assessment Report (CPAR) for the IDIQ Contract and each TO issue hereunder. Each evaluation will be conducted jointly by the TOCOR and the TOCO, and must form the basis of the contractor's permanent performance record with regard to this Contract and task orders as required in FAR Part 42.15 and AIDAR 742.15. Contractor's performance will be evaluated utilizing at minimum, the following factors:

- (1) Technical (quality of product or service).
- (2) Cost control (not applicable for firm-fixed-price or fixed-price with economic price adjustment arrangements).
- (3) Schedule/timeliness.
- (4) Management or business relations.
- (5) Small business subcontracting (as applicable).
- (6) Other (as applicable) (e.g., late or nonpayment to subcontractors, trafficking violations, tax delinquency, failure to report in accordance with Contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments).
- (7) Regulatory Compliance

Evaluations will be tailored to the TO type, size, content, and complexity of the requirement.

(c) USAID reserves the right to conduct, and the Contractor must expect and be prepared for, a management and/or financial audit by USAID at any time to ensure systems (management, administration, finance, procurement, and program) are in place as per the Contract. Such audit(s) will focus on program management and performance, including such factors as cost, timeliness, and accountability; and will include field and home office records pertaining to operations and program activities. The Contractor must cooperate with and contribute to a final management and financial review conducted by USAID prior to program closeout.

(d) USAID may also conduct a mid-term evaluation of the program consistent with the Agency Evaluation Policy and program performance reviews as required. The Contractor must cooperate with and contribute to these reviews and evaluations.

F.5 REPORTS, DELIVERABLES, PLANS AND MANUAL

(a) All reports and deliverables must be in the English language, unless otherwise specified in the respective TOs.

(b) Distribution of TOs to IDIQ COR: An electronic copy of each new TO issued under this IDIQ must be forwarded to the IDIQ COR within one week of receipt by the contractor.

(c) The cover page of all deliverables must include the USAID Identity prominently displayed, the IDIQ and TO Contract number, contractor name, the publication or issuance date of the document, document title, author name(s), and program title. Descriptive information is required whether contractor-furnished products are submitted in paper or electronic form. All materials must include the name, organization, address, and telephone/fax/internet number of the person submitting the materials.

(d) All reports must be delivered in electronic format unless specified otherwise by the TO.

(e) Development Experience Documentation: USAID contractors must coordinate with the

designated TOCOR to submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred), pursuant to AIDAR 752.7005, to the IDIQ COR.

(f) In addition to the requirements set forth for submission of reports in Sections C, I and J, and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor must submit required deliverables or outputs as specified in individual TOs to the COR specified in Section G with a copy to the Contracting Officer.

(g) All reporting and data must be synchronized with the United States Government (USG) fiscal year. Quarterly periods are from October 1 –December 31; January 1- March 31; April 1 – June 30; and, July 1 – September 30. Thus, quarterly reports are due on: January 31, April 30, July 31 and October 31 respectively.

F.5.1 IDIQ Reports, Plans, and Manual

The below reports are to be submitted to the IDIQ COR by the due dates specified below:

No.	Reporting Requirements/Deliverables	Submission Date
(1)	IDIQ Monitoring and Evaluation Plan (M&E)	Proposed pre-award, approved by USAID post-award.
(2)	IDIQ Annual Performance Report	30 calendar days after the end of each 12-month period.
(3)	IDIQ Quarterly Reports	Within 30 calendar days after each quarter ending on March 31, June 30, September 30, and December 31. Note: Fourth quarter report (July-September) will serve as an annual report.
(4)	IDIQ Final Report	45 calendar days prior to the completion date.
(5)	Subcontract Reporting: ESRS (Large Business Only)	A semi-annual report should be submitted for the period ending March 31 and an annual summary report should be submitted on September 30 of each year.
(6)	Grants Manual	Reviewed for compliance pre-award
(7)	Environmental Mitigation and Monitoring Plan (EMMP)	Reviewed for compliance pre-award
(8)	Branding Strategy, Implementation Plan and Marking Plan	Reviewed for compliance pre-award
(9)	Security Operational Plan	Reviewed for compliance pre-award

(1) IDIQ Monitoring and Evaluation Plan

The Contractor's draft IDIQ Monitoring and Evaluation (M&E) Plan (submitted with the Contractor's original proposal) will be reviewed and approved by the IDIQ COR post-award. Additional Key Performance Indicators (KPIs) may be proposed by the contractor. At the IDIQ level, the M&E must include but is not limited to the following:

- (a) Summary of progress of the major activities in process during the period in relation to the requirements of the Contract, indicating any problems encountered, and proposing remedial actions as appropriate;
- (b) Any salient programmatic trends that can be distilled from major activities that are in process or recently completed; and, highlight unresolved or on-going administrative/bureaucratic constraints to the Contractor's optimal performance;
- (c) Update of what will be used as part of future award evaluations; and
- (d) Issuance and monitoring of direct distribution of goods and services as specified by the IDIQ COR.

(2) IDIQ Annual Performance Reports

The Contractor will provide a concise annual report. This will include progress of major activities; problems encountered, major trends across TOs and proposed remedial actions. Depending on the timing of the award of the IDIQ, this could be an alternative to the fourth quarter report but must cover the topics/format of the quarterly report at a minimum. USAID will develop a reporting schedule with the contractor during the start-up phase of the program to provide final guidance on this. The Annual Report must also include information on the issuance and monitoring Grants under Contracts (GUCs) program as included in the respective TOs.

(3) Quarterly Reports

The Contractor will provide a concise quarterly report in accordance within Attachment No.: J.4 of the IDIQ contract. Additionally, as an annex and supporting documentation the quarterly report must include:

- (a) IDIQ Budget information including overall ordered amount, current obligated amount, and remaining IDIQ ceiling.
- (b) Summary of New TOs. To include the following:
 - (1) TO number;
 - (2) Title;
 - (3) Brief Activity Description;

- (4) Period of performance;
 - (5) Contracting Officer;
 - (6) COR;
 - (7) Ceiling Price;
 - (8) Initial Obligated Amount; and
 - (9) Small and Disadvantaged Business participation (if applicable).
- (c) Modifications to Existing TOs. To include a short description of any of the following changes to existing TOs:
- (1) Incremental funding;
 - (2) Time extension;
 - (3) Change of CO and/or COR;
 - (4) Completion of work;
 - (5) Changes to statement of work; and
 - (6) Change in budget.

(4) IDIQ Final Report

The Contractor will provide a concise, final report. Depending on the timing of this report, it could take the place of the quarterly report and/or monthly report, but this will be determined by USAID once a reporting schedule is created with the contractor during the startup phase. This report will summarize the country situation; program highlights, achievements, and major activities; funds obligated and disbursed; summary of grant implementation and appraisal; problems encountered and how they were rectified.

(5) Subcontract Reporting (Large Businesses Only)

- (a) The Contractor's subcontracting plan dated TBD is hereby incorporated as a material part of this Contract. The Contractor must comply with the subcontract reporting requirements in FAR 52.219-9.
- (b) Large business prime contractors must submit periodic reports which show compliance with their subcontracting plan. The Contractor must submit its report via the electronic Subcontracting Reporting System (eSRS) in accordance with the instructions on the website.
- (c) The annual Subcontracting Report and the final Summary Subcontracting Report (SSR) are available online at <http://www.esrs.gov>. The email to use is: _____ (Administering CO) and _____ (COR).
- (d) The work of the small businesses identified in the Subcontracting Plan must be tracked against the Prime's proposed goals.
- (e) The Contractor must submit the Subcontracting Report electronically via the eSRS within

the deadlines specified in the above table. No separate SSR submission at the TO level is required via eSRS and therefore, subcontracting plans are NOT required for the TO.

(f) One (1) SSR is required at the Contract level for all subcontract awards accomplished, (which is a roll-up of all TO awards with TO Award numbers) and submitted to the IDIQ Contracting Officer via eSRS for review and acceptance. When failure to meet the goals of the small business subcontracting plan as stated in Section H, Subcontracting, of the Contract, the Contractor must state in the report (either remarks field or separate letter) what good faith effort has been made to meet the goals; and/or future plan on how to improve small business opportunities for future TOs.

(g) The Contractor must promptly notify the Contracting Officer and COR of any problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the requirements of the Contract.

(6) Grants Manual

Develop Grants Manual in accordance with Section H.29 and all applicable policies, and submit as part of the technical proposal.

(7) Environmental Mitigation and Monitoring Plan (EMMP)

The Contractor must prepare an EMMP describing, in specific terms, IEE conditions that apply to proposed activities under the IDIQ Contract for the life of the program. The EMMP must address procedures and processes for handling, labeling, treating, storing, transporting, and disposing of blood, sharps, and other medical waste. The plan will be submitted as part of the technical proposal.

(8) Branding Strategy, Implementation Plan and Marking Plan

Contractor must submit a Branding Implementation Plan (BIP) to address the Branding Strategy provided in Section D.2 of the Contract. The BIP must describe how the program will be communicated to the beneficiaries and promoted to host-country citizens. It must outline the events (press conferences, site visits, etc.) and materials (success stories, Public Service Announcements [PSAs] etc.) the contractor will organize and produce to assist USAID deliver the message that the assistance is from the American people.

The Marking Plan must be developed to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Standard Graphic identity. Where applicable, a host-country government or ministry symbol may be added. Please refer to Section D of the Contract for details of Marking Plan requirements.

The Contractor will follow the approved plan during implementation unless a waiver is requested and approved by the Contracting Officer.

(9) Security Operational Plan

The contractor will provide a concise security plan that outlines its policies and procedures for personnel and physical assets security consistent with Section C.7.4 of the IDIQ contract.

F.5.2 Task Order Reports, Plans, and Other Documents

The following are types of reports to be incorporated under the subsequent TOs, in addition to deliverables specified in each TO. The below reports are to be submitted to the TOCOR with a copy to the Contracting Officer, by the due dates specified in the respective TOs.

No.	Reporting Requirements/Deliverables	Submission Date*
(1)	TO Annual Work Plan	Within 45 calendar days of Award. Subsequent work plans due 30 days before end of each implementation year of the Contract.
(2)	TO Monitoring and Evaluation Plan	Proposed pre-award, approved by USAID post-award.
(3)	TO Quarterly Performance Reports	Within 30 calendar days after each quarter ending on March 31, June 30, September 30, and December 31. Note: Fourth quarter report (July-September) will serve as an annual report.
(4)	TO Financial Reports	No later than the 20th calendar day of the third month of a quarter (specifically in March, June, September and December) covering the period through the end of that particular quarter
(5)	TO Final Report	45 calendar days prior to the completion of the TO.
(6)	TO Travel & Training Reporting	As specified by the TOCOR.
(7)	TO Annual Inventory Report	Annually (submitted with Fourth quarter performance report/an annual performance report).
(8)	Closeout Plan and Disposition Plan	90 calendar days prior to Task Order completion
(9)	Ad Hoc Reports	As specified by the TOCOR
(10)	Orientation and Other Meetings	As specified by the TOCOR
(11)	TO Security Operational Plan	As applicable
(12)	PEPFAR Reports	Monthly PEPFAR required Monitoring Evaluation and Reporting (MER) indicators ; PEPFAR Semi-annual Progress Report (SAPR) : PEPFAR Annual Progress Report; PEPFAR Site Improvement through Monitoring Systems (SIMS); PEPFAR Annual Expenditure Analysis

		(EA).
(13)	Contractor Performance Monitoring and Support	As specified by the TOCOR
(14)	Management/ Financial Reviews	As specified by the TOCOR
(15)	Coordinated Annual Workplan Development	As specified by the TOCOR
(16)	Project Management Meetings	As specified by the TOCOR
(17)	Site Visits	As specified by the TOCOR

Note that all days are always calendar days unless otherwise indicated

(1) TO Annual Work Plan

The annual work plan provides target dates for initiation and completion of all tasks typically covering a 12 month period. It includes a reasonably detailed description of the tasks, establishes benchmarks for performance of each of the tasks, and provides timeline for completion of each activity. The plan should also provide a brief situation analysis in the context of what other donors, implementing partners, and host-country governments are contributing toward the planned activities. A breakdown of estimated expenditures by budget line item is expected. Work plans must be finalized within 10 working days after receiving USAID's comments.

(2) TO Monitoring and Evaluation Plan

The Monitoring and Evaluation Plan for the life of program that should include the following elements:

- The Monitoring and Evaluation Plan will include an executive summary, a logical framework, indicators, performance indicator reference sheets, and performance data tables;
- List of key program objectives, expected results and program outputs (outputs are services delivered or items produced) as well as brief description of the linkages between the program outputs and its expected results;
- Definition and detailed description of the performance indicators to be tracked including: unit of measure; data source; justification/management utility; baseline values; annual targets; annual actual data; frequency and schedule for data collection; individual responsibility for data collection; and detailed plans for data analysis, review, reporting and data use for decision making;
- All indicator baseline data should be collected and reported to the TOCOR during the first 12 months of award; and,
- Data Quality Assessment (DQA) approaches which will include routine assessment of data for validity, reliability, timeliness, precision and integrity; and be disaggregated by gender as appropriate and feasible.

USAID reserves the right to request a revised Monitoring and Evaluation Plan should there be any significant changes in program focus or the Mission's Development Objectives.

(3) TO Quarterly Performance Report

A summary of work conducted by the Contractor for the period which reports on progress against the work plan, identifies problems, recommends remedial actions, and outlines activities and significant events for the next reporting period. It should include the results and impacts for the reporting period in keeping with the Monitoring and Evaluation Plan, and cumulative results for all indicators. The report should also include a list of all studies, evaluations, and other reports completed during the reporting period and cumulative to date.

Fourth quarter report (July-September) is due by October 31 and will be utilized by the USAID/Nigeria as an annual report. The report should contain more information than the normal quarterly report, as USAID/Nigeria needs the information to write its own Annual Report in November. In addition to the regular information (listed below), the 4th quarter report should discuss the achievements of the entire year and should contain a table displaying the indicators the partner is responsible for reporting on and the indicator values for every quarter cumulatively for the year, along with prior year values and future years targets. It should also include explanations for any indicator values falling above or below target. Additional guidance on the format and content of quarterly reports is contained in Attachment No.: J.4 of the IDIQ contract.

(4) TO Financial Report

The Contractor must submit to USAID/Nigeria TOCOR, a report on expenditures accrued during the report period and projected accrued expenditures for the next quarter. The July-September Quarterly Financial Report will constitute the Annual Financial Report. Specifically, the report should contain at a minimum the following information:

- Total amount obligated into the award;
- Total funds expended by the Contractor to date, including a breakdown consistent with categories in the contractor's approved budget in the award. Additional information will be provided upon request by the TOCOR;
- Pipeline (obligated funds minus expended funds);
- Accrual Information: (1) Total amount obligated, (2) Total amount invoiced, (3) Total amount expended but not yet invoiced, (4) Remaining unexpended funds; and,
- Show expenditures based on funding source (ref: C.7 of IDIQ contract).

(5) TO Final Report

This report will summarize the country situation; program highlights, achievements, and major activities; funds obligated and disbursed; summary of grant implementation and appraisal; problems encountered and how they were rectified.

The final report must summarize the Contractor's assessment of implementation progress against all tasks, results achieved, shortfalls and problems, conclusions, recommendations, and detailed financial information. Accomplishments must be documented with specific data and evidence. A simplified version of the final report must be prepared for Nigeria government officials and other relevant stakeholders.

(6) TO Travel & Training Reporting

The contractor must provide the following information related to international travel and training:

- Scopes of work for each technical assistance visit to the TOCOR for approval;
- The Contractor must also submit international trip reports and copies of deliverables such as technical and management assessments or curricula and training materials within a month of completion; and,
- Training and travel plans in a format and frequency specified by the TOCOR.

(7) TO Annual Inventory Report

The contractor will submit an annual inventory report on all non-expendable property under its custody as required in AIDAR 752.245-71 clause contained in the Contract. An updated annual inventory report will be submitted together with the TO's annual performance report for subsequent years.

(8) Closeout Plan and Disposition Plan

The closeout plan must describe all actions to be completed to demobilize the Contractor's operations, including steps taken to transfer capacity and knowledge to local stakeholders. The plan must provide dates for all actions.

The Contractor must provide a proposed plan for disposition of commodities procured under the TO. USAID will approve or disapprove the proposed disposition plan in writing, at least 45 days prior to the completion of the Contract. However, regardless of any prior approval of all or portions of the proposed disposition plan, USAID reserves the general right to direct or redirect such disposition plan.

(9) Ad Hoc Reports

USAID may require the Contractor to provide additional information or reports that are within the scope of the Contract, including responses to inquiries from USAID or Government of Nigeria, on an ad-hoc basis.

(10) Orientation and Other Meetings

Within two weeks after the award, the Contractor will participate in an initial planning meeting with the COR and associated USAID staff in Abuja to discuss the program strategy, the interface with other USAID, USG, and non-USG activities, and development of key deliverables including the work plan.

The Contractor will be responsible for attending, at a minimum, semi-annual meetings with the TOCOR, and possibly more frequently if deemed by the TOCOR. USAID will develop a meeting schedule with the contractor during the start-up phase of the program. The Contractor must also be prepared to make periodic, unplanned verbal and written briefings to USAID as appropriate.

(11) TO Security Operational Plan

The Contractor may be required to develop a TO specific Security Operational Plan while working in certain geographical areas within Nigeria.

(12) PEPFAR Reports

The contractor will be responsible to USAID/Nigeria to conduct periodic reporting on PEPFAR Monitoring, Evaluation and Reporting (MER) Indicators. These reporting on MER indicators could be required on a monthly, quarterly, semi-annually and annually to allow the Office of the Global AIDS Coordinator (OGAC) and PEPFAR Countries to more accurately capture and rigorously analyze the range and evolution of its efforts to support national HIV responses; including the measurement of program quality, capacity, and systems strengthening.

To ensure information sharing, PEPFAR programs are encouraged to share and discuss the program results data and associated analyses with the host country governments and appropriate stakeholders to inform ongoing implementation efforts and routinely measure progress towards epidemic control goals. The Contractor will also support USAID/Nigeria in collecting PEPFAR Site Improvement through Monitoring System (SIMS) implementation at site and community levels, which enables PEPFAR to ensure that supported activities meet established quality standards.

(13) Contractor Performance Monitoring and Support

USAID will conduct a number of reviews and evaluations: management reviews, financial reviews, program performance reviews, contractor performance reports, and evaluations. The Contractor will cooperate with and contribute to these reviews and evaluations as requested.

(14) Management/ Financial Reviews

USAID reserves the right to conduct, and the Contractor must expect and be prepared for, a management and/or financial audit by USAID at any time to ensure systems (management, administration, finance, procurement, and program) are in place as per the contract. Such audit(s)

will focus on program management and performance, including such factors as cost, timeliness, and accountability; and will include field and home office records pertaining to operations and program activities. The Contractor must cooperate with and contribute to a final management and financial review conducted by USAID prior to program closeout.

(15) Coordinated Annual Workplan Development

The Contractor and USAID/Nigeria will co-coordinate annual work plan development. The Contractor will develop and submit the first draft in a timely manner to allow USAID Nigeria review and joint review with the Contractor. Following the joint review, the Contractor will revise as appropriate and re-submit to COR for approval.

(16) Project Management Meetings

Regular meetings with the Contractor and internal to USAID are critical management and communication tools. USAID will organize regular weekly meetings with the Contractor (or as determined jointly between the COR and the Contractor) and formulate the agenda in consultation with the Contractor. Meeting notes will be taken by the government at each meeting and circulated to all participants. In addition to the weekly meetings, ad-hoc meetings with the Contractor may be organized as needed.

(17) Site Visits

Structured site visits will be utilized to assess implementation of the Contractor's efforts and outline corrective actions needed. The visits will be conducted by USAID on regular basis with the participation of the Contractor and other stakeholders such as GON and PEPFAR team. An updated schedule of site visits will be formulated in collaboration with the Contractor on a quarterly basis. In addition, these visits will also serve to monitor compliance with family planning/HIV service requirements. Site visit reports will be produced by the government and shared in a timely fashion.

F.6 ORDERING PROCEDURES

F.6.1 Fair Opportunity

1. General.

- (1) To obtain services or other deliverables within the scope of this IDIQ Contract, the TOCO may issue orders using any of the contract types specified in **Section B** of this IDIQ Contract.
- (2) The TOCO must issue a RFTOP to the following IDIQ Contract holders:

[To Be Completed at Award]

- (3) The Contractor must submit an offer within the number of calendar days stated in the RFTOP.
 - (4) USAID will not separately pay any IDIQ Contractor for the costs incurred to prepare, submit, or negotiate a task order proposal.
 - (5) The Contractor must not commence work until receipt of TOCO authorization.
2. TOCOs must negotiate and administer task orders in accordance with the ordering procedures set forth herein. The TOCO must provide each Contractor a fair opportunity to be considered for each task order exceeding **\$3,500** issued under this IDIQ Contract unless one of the exceptions described in **Section F.6.2** applies. The TOCO must contact all Contractors and provide them an opportunity to submit a proposal for all task orders. Although Contractors need not submit a proposal under every RFTOP, all eligible Contractors interested in providing services under the task order must submit a proposal and a corresponding price.

F.6.2 Fair Opportunity Exceptions

- (a) Exception 1. The IDIQ Contracting Officer determined that the USG need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
- (b) Exception 2. In the opinion of the IDIQ Contracting Officer and the IDIQ COR, only one IDIQ Contractor has the capability to provide the required supplies or services at the necessary level of quality because of the unique or highly specialized nature of the supplies or services.
- (c) Exception 3. The IDIQ Contracting Officer determined that the TOCO must issue a sole-source task order in the interest of economy and efficiency because it is a logical follow-on to an already issued task order under this IDIQ Contract, provided that all IDIQ Contractors had a fair opportunity to be considered for the initial task order.
- (d) Exception 4. It is necessary to place an order to satisfy a minimum guarantee.
- (e) Exception 5. In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), Contracting Officers may, at their discretion, set aside orders for any of the small business concerns identified in FAR 19.000(a)(3).
- (f) Exception 6: Small Business Set-Asides. The Small Business exception in Section 534(f) of P.L. 107-115 and Agency policy provides USAID with an exception to the fair opportunity process in FAR § 16.505 to directly place task orders with any category of small or small disadvantaged business.

- (1) The Small Business exception in Section 534(f) of P.L. 107-115 and Agency policy provides an exception to the fair opportunity process in FAR § 16.505 to directly place task orders with any category of small business. In accordance with the authority granted in the Appropriations Act used to fund the award of this IDIQ Contract, USAID may directly place task orders with any category of small or small disadvantaged business that received a prime contract award from the same solicitation that resulted in the award of this contract. If the Offeror was a certified small business at time of award, it remains a small business for consideration hereunder for the IDIQ Contract's period of performance. If the small business concern receives a set-aside award reserved for small businesses, the concern must perform in accordance with FAR § 52.219-14, whereby at least 50% of small business employees must perform the services for the task order. If the small business receives an award in the unrestricted portion, it is not subject to FAR § 52.219-14.

A TOCO must first compete all task orders greater than **\$3,500**, but less than **\$5,000,000** among the small businesses IDIQ holders. A TOCO must provide all IDIQ holders with a fair opportunity to be considered for task orders over **\$5,000,000**, unless the TOCO determines that one of the fair opportunity exceptions listed in this **Section F.6.2** applies.

- (2) Small business capability statements. All small business Contractors must have up-to-date corporate capability statements. The Contractor may opt to: (a) keep an updated capability statement on their website, and provide an email notification of the update and website link to their IDIQ COR; or, (b) provide the capability statement directly to the IDIQ COR. The IDIQ COR will review the corporate capability information. At a minimum, the corporate capability statement must include the following: past performance reports (CPAR reports), past experience (if not evaluated through CPARS), and expertise of employees.
- (3) The small business exception process:
 - (i) If required, the TOCOR submits the proposed work statement to the IDIQ COR with an analysis as to why the proposed requirements fall under the IDIQ Contract's statement of work. The IDIQ COR will review the proposed requirement and analysis to determine if the requirement falls within the IDIQ statement of work.
 - (ii) The IDIQ COR provides corporate capability information for the small businesses to the TOCOR.
 - (iii) The TOCOR reviews the corporate capability information and, subsequently, provides a brief, written recommendation (not a justification) to the TOCO on the contractor the TOCOR recommends for an award. No need to go to the next steps below.

- (iv) However, if the TOCOR determines that corporate capability is essentially equal, then the TOCOR must follow RFTOP procedures set forth in **Section F.7.** below. The TOCO is responsible for final selection, negotiation, and Task Order award. The **\$5,000,000** threshold does not apply when using the small business exception and fair procedures.

F.6.3 Classified Task Orders

In accordance with Section H. of this contract, USAID may award a classified task order under this contract. Because USAID participates in the National Industrial Security Program (see FAR 4.4 and ADS 567), the TOCOR and TOCO must follow the procedures in ADS 567, particularly the requirement to include security specifications in the Statement of Work for a contract or task order. Any contractor under this multiple-award (insert sector name) IDIQ that has not been granted either an interim or final Secret level facility clearance by the Defense Security Service (DSS) may be determined to be ineligible to be considered for a classified task order. If time permits, the TOCO may allow a contractor without the requisite facility clearance to participate in the fair opportunity procedures for a classified task order in anticipation of DSS granting the clearance before the task order must actually be awarded. However, doing so is on the condition that all parties acknowledge and agree that if DSS does not grant an interim or final facility clearance in time, the TOCO must award the classified task order to the contractor that is selected through the fair opportunity procedures AND has the requisite facility clearance.

F.6.3.1 Request for Task Order Proposal (RFTOP)

- (a) TOs may be issued by USAID/Nigeria COs within the IDIQ SOW described in Section C.
- (b) Each TO will carry a specific TO number which will be cited on each invoice placed against this Contract.
- (c) In no event must the aggregate total of all TOs exceed the Maximum Ordering Limitation authorized in the IDIQ Contract. All TO scopes and performance periods must be within the SOW and effective period of the IDIQ.
- (d) The FAR and AIDAR clauses/provisions included in the Contract are applicable to TOs as issued based on their individual scopes. Clauses and provisions remain applicable throughout the terms of the Contract and TOs. Additionally, there may be clauses/provisions that apply only at the TO level.
- (e) Past performance information specific to the TO requirement may be requested.

(f) The following content should be included (as appropriate):

(1) RFTOP Content

- (i) RFTOP number;
- (ii) Closing Date of RFTOP proposal submission;
- (iii) Statement of Work (SOW)/Performance Work Statement/(PWS)/Statement of Objectives (SOO);
- (iv) Instructions for submission of technical and cost/price proposals;
- (v) Evaluation criteria and relative order of importance;
- (vi) Branding Strategy;
- (vii) Anticipated Contract Type;
- (viii) Security situation and plan requirements;
- (ix) Environmental conditions;
- (x) Total Estimated Cost Range;
- (xi) CO contact information; and,
- (xii) Add other content listed in the following Task Order Award list, as applicable.

(2) Task Order Award

- (i) Task Order Number and Contract Number;
- (ii) Source of Funds and Fiscal Data, TIN, DUNS number;
- (iii) Total Estimated Cost/Ceiling Price;
- (iv) Obligated Amount (which will constitute the maximum liability on behalf of the Government);
- (v) Statement of Work (SOW)/Performance Work Statement (PWS)/SOO and contractor's response to PWS or SOO;
- (vi) Budget including identification of the Expanded Object Class Code (EOCC) series, and including the costs of Labor, Other Direct Costs (ODCs), Fee, and Ceiling Price;
- (vii) Place of Performance;
- (viii) Period of Performance;
- (ix) Logistic Support;
- (x) USAID and Other Officials (e.g., CO &COR);
- (xi) Language Requirements;
- (xii) Deliverables/Results/Reports;
- (xiii) Special Requirements/Relevant Information (e.g., source/origin waivers);
- (xiv) Government-Furnished Property, if any, to be furnished to the contractor;
- (xv) Authorized Work-Week if other than the IDIQ provision;
- (xvi) Key/Essential Personnel;
- (xvii) Payment Office;

- (xviii) Gender requirements;
- (xix) Branding and Marking;
- (xx) Other special requirements;
- (xxi) Response to Environmental Conditions;
- (xxii) Security Plan; and,
- (xxiii) TOCO's will include in TOs any specific clauses and provisions that are required in ADS 302 and the Internal Mandatory Reference "Contract Clause Guide for Unclassified Information System Security Systems and Services."

F.6.3.2 TASK ORDER LIMITATIONS/PERFORMANCE BASED/AWARD TYPES

- (a) TOs issued under this IDIQ Contract may be either Cost-Plus-Fixed-Fee (CPFF) (term or completion), Cost-Plus-Incentive-Fee (CPIF) or any Fixed-Priced type.
- (b) Minimum Order: Reference is made to **Section I.4.**
- (c) Maximum Order: Reference is made to **Section I.4.**

- (1) Notwithstanding the above, if issuance of a TO, and acceptance of a TO by, the Contractor would: (i) result in the Contractor (or its personnel or its subcontractors or their personnel) having an organizational conflict of interest for which restrictions would be placed on the Contractor's (or its personnel or its subcontractors' or their personnel) future activities; or (ii) violate the provisions of the Procurement Integrity legislation, i.e., Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Pub. L. 101-189 the Contractor, after written notification to the CO is not obligated to furnish those services or reports and other deliverables under this Contract, and USAID may acquire the supplies or services from another source.

- (d) Performance-Based Acquisition (PBA)

Through the direction of the Office of Management and Budget (OMB), Office of Federal Procurement Policy (OFPP), performance-based contracting techniques will be applied to TOs issued under this Contract to the "maximum extent practicable". For information about PBA, refer to OFPP's Best Practices Handbook located at www.whitehouse.gov/omb.

PBA task orders must include at a minimum:

- 1. Performance requirements that define the work in measurable, mission-related terms;
- 2. Performance standards (i.e., quality, quantity, timeliness) tied to the performance requirements;
- 3. A Government Quality Assurance Surveillance Plan (QASP) or other suitable plan that describes how the Contractor's performance will be measured against the performance standards; and,

4. If the acquisition is either critical to agency mission accomplishment or requires relatively large expenditures of funds, positive and negative incentives tied to the performance standards.

(e) Award Types

(1) Fixed-price or Fixed-price with Cost Reimbursement Combination Type:

A combination of fixed-priced items and cost reimbursable line items may be used or the entire award may be fixed-priced. The Contractor must propose labor rates that do not exceed labor ceilings established in Section B of the IDIQ Contract. The proposed, reduced labor rates will not be subject to audit; however, the rates will be reviewed to ensure the Government will not be placed at risk of nonperformance. The reduced labor rates will apply only to the respective TO and will not change the rates in the IDIQ Contract.

- (i) The fixed-price for each TO will be negotiated based on the price to complete the work and include a payment schedule based upon completion of deliverables/services and total that the contractor will be paid. After acceptance of a fixed-price TO by the Contractor, the TO price will only be adjusted to reflect changes in scope or conditions governed by other clauses (differing site conditions, etc.) or the terms and conditions of the task (for example, economic price adjustments).
 - (ii) Cost reimbursable line items may be allowed in fixed-priced TO for elements of the TO that cannot be reasonably estimated.
- (2) Cost-Reimbursement: Cost proposals must include a breakdown of the total labor hours proposed and a breakout of the types and associated costs of all proposed ODCs. Cost/price proposals must include, as a minimum, a complete Work Breakdown Structure (WBS), which coincides with the detailed technical approach; and provides proposed labor categories, hours, wage rates, direct/indirect rates, ODCs and fee. Cost-reimbursement proposals must be submitted in accordance with FAR Part 52.215-20, *Requirements for Certified Cost or Pricing Data or Data Other Than Certified Cost or Pricing Data*.
- (3) When issuing CPFF TO, the TOCO must state in the TO the total estimated cost-plus-fixed-fee, which is the total amount of the TO and the maximum amount the Contractor may be paid. This maximum amount represents the negotiated mix of the prime contractors' and subcontractors' professional labor categories and salaries, an estimated number of workdays, other direct costs, indirect costs, and fixed fee.
- (4) When issuing CPIF TO, the TOCO must state in the TO total estimated cost-plus-

incentive-fee, which is total amount of the TO and the maximum amount the Contractor may be paid. This maximum amount represents the negotiated mix of a target cost (the prime contractors' and subcontractors' professional labor categories and salaries, an estimated number of workdays, other direct costs, indirect costs), minimum fee, target fee, maximum fee, proposed share ratio, and fee adjustment formula.

- (5) When issuing CPAF TO, the TOCO must state in the TO total estimated cost-plus-award-fee, which is estimated cost of the TO and the maximum fee the Contractor may be paid. The estimated cost may comprise of the prime contractors' and subcontractors' professional labor categories and salaries, an estimated number of workdays, other direct costs, indirect costs. This maximum fee represents the sum of the base fee that is fixed at the time of contract award, and award fee that the contractor may earn in whole or in part during contract performance. Amount of award-fee that the contractor will receive will be in accordance with criteria established in the respective TOs.

(f) Adequate Accounting System

- (1) Cost-type TOs: The Contractor must have an adequate accounting system in accordance with FAR 16.301-3(a)(3).
 - (i) Evidence of an adequate accounting system would include a written opinion or other statement from the cognizant federal auditor (CFA) or the cognizant federal agency official (CFAO) that the system is approved or has been determined to be adequate. If available, the Contractor must provide the audit report number and date associated with the accounting system review. If the Contractor does not have a copy of the report, the Contractor may furnish a copy of the audit report number.
 - (ii) If the Contractor does not have an accounting system that has been determine adequate by the CFA or CFAO, but believes its accounting system is adequate, the Contractor must so state in its proposal. As part of the TO-level evaluation process the Government will obtain the necessary review by the CFA. The Contractor will be required to allow the CFA to review the accounting system and correct (or have a timely action plan to correct) any issues identified as precluding the system from being adequate.
 - (iii) The Contractor will provide the CFA name, address and telephone number and the point of contact as part of it's TO proposal.
- (2) Fixed-priced TOs: The Contractor must maintain an adequate accounting system to request Contract financing under the progress payment clause (FAR 52.232-16).

- (3) TO proposals will be rejected if the Contractor does not have an adequate accounting system unless the Government determines that the Contractor's action plan for correcting the accounting system is timely and acceptable. However, no costs will be paid under the Contract until the Contractor's system has been determined adequate.

(g) *Other Relevant Information:* This information must always be in writing and must address other relevant information as required by the Contract or requested by the RFTOP. The Contractor must assume all costs associated with preparation of proposals for TO awards.

(h) Responsibility Determination

The TOCO must conduct a separate responsibility determination for each TO.

(i) *Initial Environmental Examination.* The Initial Environmental Examination (IEE) will be addressed in the TO in accordance with the guidance found in ADS 204 policies and IDIQ EMMP.

F.7 TASK ORDER ADMINISTRATION

(a) Task Order Extensions (non-funded)

The TOCO has the authority to extend the Contractor's performance under the TO beyond the estimated completion date set forth therein, provided that:

- (1) The approval is made in writing before the original estimated completion date set forth in the TO and clearly states that the extension is at no additional cost to the TO;
- (2) Performance must not extend beyond 60 calendar days from the original estimated completion date or the completion date modified by the TOCO set forth in the TO; and,
- (3) Performance must not extend beyond the end of the IDIQ Period of Performance described in Section F.

Prior to the original estimated completion date, the Contractor must provide a copy of the TOCOR's written concurrence for any extension to the term of the TO to the TOCO; in addition, the Contractor must attach another copy of the TOCOR's approval for such continued performance under the TO to the completion voucher submitted for payment.

(b) Addition of a new subcontractor after Task Order Award

Addition of new subcontracts must be made in accordance with FAR 52.244-2.

(c) Conversion to a Fixed-priced and or Performance Based Task Order

If both the Government and the Contractor agree, a TO can be converted from a term Contract to a fixed-price completion performance based service Contract after the initial period of performance. The conversion is accomplished as follows:

- (1) Within ninety (90) calendar days prior to the end of the TOs initial period of performance, the Contractor must prepare and submit for Government review, comment, and concurrence.
 - (i) A PWS that captures effort performed during the base year of performance, and
 - (ii) A Quality Assurance Surveillance Plan (QASP). The QASP will address performance standards which relate to the performance requirements; how the Contractor's performance will be measured against the performance standards; and surveillance schedules and methods. The QASP may either be included as part of the PWS or as a separate document.
- (2) Within sixty (60) calendar days prior to the end of the TOs initial period of performance, the Government and the Contractor will resolve to their mutual satisfaction any comments or concerns on the PWS and/or QASP. Upon exercise of the option for the first follow-on period of performance, the Government has the unilateral right to modify the TO to incorporate the agreed upon documents to accomplish the conversion to a performance based task order.

(d) Right to Procure from Other Sources

The Government, under the terms of this IDIQ, retains the right to procure similar services from other sources during the ordering period of this Contract.

(e) Ombudsman

The Ombudsman is responsible for reviewing complaints from contractors, collecting information from the CO relevant to the complaint, and ensuring that all contractors are afforded a fair opportunity to be considered under multiple award contracts. The Ombudsman does not have the authority to overturn award decisions or adjudicate formal Contract disputes. Information about the Ombudsman review process can be found on the USAID webpage at <https://www.usaid.gov/work-usaid/acquisition-assistance-ombudsman>. The Ombudsman may be reached at the following address:

U.S. Agency for International Development
Attn: USAID Ombudsman
M/OAA/OD SA44; 851-H

1300 Pennsylvania Ave N.W.
Washington, DC 20523
E-mail Ombudsman@usaid.gov

F.8 KEY PERSONNEL

(a) The Contractor must furnish key personnel as stated in TOs. While the key personnel titles may be different, the contractor must map them through the approved and appropriate labor category in Section B of the IDIQ Contract.

(b) The key personnel specified in TOs are considered to be essential to the work being performed thereunder. Prior to replacing any of the specified individuals, the Contractor must immediately notify both the TOCO and TOCOR reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel must be made by the Contractor without the written consent of the TOCO. Modifications to the list of Key Personnel can be made with the consent of the TOCO.

F.9 AUTHORIZED WORK WEEK

(a) A normal workweek for full time staff will not be less than 40 hours, unless otherwise agreed upon at the TO level.

(b) A 6-day work week is authorized for consultants. No overtime or premium pay is authorized.

F.10 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 2013) (Class Deviation OAA-DEV-13-01c)

(a) Contract Reports and Information/Intellectual Products.

- (1) Within thirty (30) calendar days of obtaining the Contracting Office Representative's approval, the contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/program development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs of activities). The Contractor must also submit copies of information products including training materials, publications, databases, computer software

programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

- (i) Time-sensitive materials such as newsletters, brochures, or bulletins.
 - (ii) The contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
 - (2) Within thirty (30) calendar days after completion of the Contract, the contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in this clause.
2. Submission requirements. The contractor must review the DEC Web Site for the most up-to-date submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted. The submission instructions can be found at <https://dec.usaid.gov>.
- (1) Standards.
- (i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.
 - (ii) All submissions must conform to current USAID branding requirements.
 - (iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.
 - (iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. In the case of databases and computer software the submissions must include necessary descriptive information, e.g., data, or program installations instructions.
 - (v) Electronic documents must be in one of the National Archives and Records Administration (NARA) – approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archive.gov/records-mgmt/initiatives/transfer-to-nara.html>).
- (2) Essential bibliographic information. Descriptive information is required for all Contract products submitted. The title page of all reports and information products must include the Contract number(s), contractor name(s), name of the

USAID Contracting Officer's Representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and internet address of the submitting party.

F.11 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

(a) The contractor must prepare and submit progress reports as specified in the Schedule of this Contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

(b) During any delay in furnishing a progress report required under this Contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this Contract, whichever is less, until such time as the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

[END OF SECTION F]

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this Contract must be submitted to the Paying Office indicated in the schedule of this Contract. The Contracting Officer's Representative (COR) is the authorized representative of the Government to approve vouchers under this Contract. The Contractor must submit either email, paper or fax versions of the SF-1034 –Public Voucher for Purchases and Services Other Than Personal. Each voucher must be identified by the appropriate USAID Contract number, in the amount of dollar expenditures made during the period covered.

- (1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

TOTAL EXPENDITURES (Document Number: XXX-X-XX-XXXX-XX)

Line Item	Description	Amt. Vouchered To Date	Amt. Vouchered This Period
0001	As per TO	\$XXXX.XX	\$XXXX.XX
0002	As per TO	\$XXXX.XX	\$XXXX.XX
0003	As per TO	\$XXXX.XX	\$XXXX.XX
	Total	\$XXXX.XX	\$XXXX.XX

- (2) The fiscal report must include a certification, signed by an authorized representative of the Contractor, as follows:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this Contract and are correct: the sum claimed under this Contract is proper and due, and all the costs of Contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this Contract.

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this Contract. Local currency will be provided to the Contractor in accordance with written instruction provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions must be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this Contract.

(c) Upon compliance by the Contractor with all the provisions of this Contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any un-liquidated balance of advance remaining under this Contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this Contract must be preserved and made available as part of the Contractor's records which are required to be presented and made available by FAR clause 52.215-2 of this Contract entitled "Audit and Records – Negotiation".

G.2 PAYMENT AND VOUCHERS

Electronic copies of invoice must be sent to nigeriapayments@usaid.gov with a copy to the IDIQ COR's email address.

- Send via email, one invoice, all other required supporting documents, and SF-1034 Public Voucher for Purchases and Services Other Than Personal.
- Include Subject Line: Contractor Name, Award #, Invoice #.
- The SF-1034 must be signed.
- The invoice must provide the bank account details, including the bank account number, the bank name and address, the SWIFT Code and the ABA number.

The Contractor may submit vouchers for payment monthly or bi-monthly. Under the cost reimbursement portion of the Contract, the Contractor may invoice for costs incurred at the time of invoice.

G.3 CONTRACTING OFFICER

(a) For the Basic IDIQ:

USAID/Nigeria
Office of Acquisition and Assistance
C/o U.S. Embassy
Plot 1075 Diplomatic Drive
Central Business District, Abuja

(b) For TOs:

The Contracting Officer executing the individual TO will retain cognizance of Contract administration for that TO.

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) For the Basic IDIQ:

TBD
USAID/Nigeria
C/o U.S. Embassy
Plot 1075 Diplomatic Drive
Central Business District, Abuja

Designation of the COR and alternate will be made in a separate communication prior to the Contract award.

(b) For TOs:

Each TO issued hereunder will indicate a TOCOR for that particular order. The TOCOR will be responsible for technical oversight for that specific TO.

G.5 SECURITY LIAISON OFFICER

(The USAID/Nigeria POC will be inserted at award)

G.6 CONTRACTOR'S PRIMARY POINT OF CONTACT

The Contractor's Primary Point of Contact is *[name and position to be inserted at award]* who can be reached at telephone no. *[to be inserted at award]* or email *[to be inserted at award]*.

G.7 ACCOUNTING AND APPROPRIATION DATA

(To be inserted at award)

G.8 CONTRACTOR'S PAYMENT ADDRESS

(To be inserted at award)

G.9 TECHNICAL DIRECTIONS / RELATIONSHIP WITH USAID

- (a) Technical Directions is defined to include:
 - (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
 - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement; and,
 - (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of work detailed in Section C.
- (b) The Contracting Officer, by separate designation letter, authorizes the COR to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:
 - (1) Assure that the Contractor performs the technical requirements of the Contract in accordance with the Contract terms, conditions, and specifications;
 - (2) Perform, or cause to be performed, inspections necessary in connection with (a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government;
 - (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer;
 - (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications;
 - (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems;
 - (6) Complete the Contractor Performance Assessment Reporting System (CPARS) every six to 12 months for TOs; and,
 - (7) Obtain necessary security clearance and appropriate identification if access to Government

facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The COR is not empowered to award, agree to, or sign any Contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COR may not take any action which may impact on the Contract schedule, funds, scope or rate of utilization of Level of Effort (LOE). All contractual agreements, commitments, or modifications which involve prices, quantities, quality, or schedules shall be made only by the Contracting Officer.

(c) The COR is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this Contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the separately-issued COR designation letter, the CO designated an alternate COR to act in behalf of the designated COR, in accordance with the terms of the letter.

(e) **Contractual Problems:** Contractual problems of any nature that may arise during the life of the Contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation (FAR) and Agency for International Development Acquisition Regulation (AIDAR)). The Contractor and the COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining Contract scope and interpreting Contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this Contract. Notwithstanding any clause contained elsewhere in this Contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to, the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and Contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

(g) In case of a conflict between this Contract and the COR designation letter, the Contract prevails.

[END OF SECTION G]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following Contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 Clauses “Incorporated by Reference” in Section I of this Contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
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Federal Acquisition Regulation (48 CFR Chapter 1)

Agency for International Development Acquisition Regulation (48 CFR Chapter 7)

752.7027	PERSONNEL	DEC 1990
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H.2 AIDAR 752.7007 PERSONNEL COMPENSATION (JUL 2007)

- (a) Direct compensation of the Contractor’s personnel will be in accordance with the Contractor’s established policies, procedures, and practices, and the cost principles applicable to this Contract.
- (b) Reimbursement of the employee’s base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

H.3 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

- (a) Limitations:
 - (1) If, during Contract performance, the contractor proposes salary or wages for a new individual(s) that exceeds the individual’s current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years, the Cognizant Contracting Officer’s approval is required
 - (2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate specified in H.2 above unless an advance written waiver is granted by the USAID Procurement Executive.
 - (3) Employment of third country nationals (TCN’s) and cooperating country

nationals (CCN'S): It is USAID policy that cooperating country nationals (CCN'S) and third country nationals (TCN's), who are hired abroad for work in a cooperating country under USAID direct contracts, generally be extended the same benefits, and be subject to the same restrictions as TCN's and CCN's employed as direct hires by the USAID Mission. Exceptions to this policy may be granted by the Mission Director. (TCN's and CCN's who are hired to work in the United States must be extended benefits and subject to restrictions on the same basis as U.S. citizens who work in the United States). Compensation, including merit or promotion increases paid to TCN's and CCN's may not, without the approval of the Mission Director, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID/Nigeria Mission. Unless otherwise authorized by the Mission Director, the compensation of such TCN and CCN employees must be paid in the currency of the cooperating country. TCN's and CCN's, hired abroad for work in a cooperating country, are not eligible for allowances or differentials under USAID-direct contracts, unless authorized by the Mission Director.

(b) Salaries during Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non-performance, or security reasons will not be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route. USAID will not reimburse any costs including airfares, mob/demobilization in the event that such employee/Consultant has not completed the agreed upon tenure.

(d) Annual Salary Increases

- (1) U.S Staff including expats: Annual salary increases (e.g. cost of living, merit, promotion increase, or any other type) of not more than **3.0%** of the current labor pool may be granted after the employee's completion of each twelve-month period of satisfactory services under the Contract. Annual salary increases of any kind exceeding these limitations or exceeding USAID maximum SES established rate (AWCPAS), or the USAID CST, require the advance written approval of the Contracting Officer.
- (2) TCN and CCN Staff: One annual salary increase of not more than **5.0%** (includes promotional increase) may be granted after the employee's completion of each twelve months of satisfactory services under the Contract. Annual salary increases

of any kind exceeding these limitations require the advance written approval of the contracting officer, and annual salary increases exceeding the maximum salary of the highest senior Foreign Service national (FSN) position authorized under the U.S. Embassy Compensation Plan require the advance written approval of the Mission Director through the contracting officer.

(e) Consultants

- (1) U.S. Consultant: Compensation must not exceed (A) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or (B) the maximum daily salary rate as described in H.2, whichever is less.
- (2) TCN and CCN Consultants: Compensation must not exceed the maximum rate of the highest senior FSN position authorized under the Mission Local Compensation Plan (See Attachment No.: J.9). Requests for a waiver to this compensation guidance must be fully justified and requires the advanced written approval of Mission Director through the contracting officer.

(f) Work Week:

(1) Non-overseas Employees

The length of the contractor's U.S., non-overseas employees workday must be in accordance with the contractor's established policies and practices and must not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee

The workweek for the Contractor's overseas employees must not be less than 40 hours and shall be scheduled to coincide with the workweek for those employees of the USAID Mission and the Cooperating Country associated with the work of this Contract. A five (5) day workweek is authorized for this Contract. No overtime or premium pay is authorized under this Contract.

(g) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this Contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges under the Contract.

H.4 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)

(a) Contractors must provide MEDEVAC service coverage to all U.S. citizens, U.S. resident aliens, and Third Country National employees and their authorized dependents (hereinafter “individual”) while overseas under a USAID-financed direct Contract.

USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the Contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

(1) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(2) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

H.5 AIDAR 752.228-3 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (DBA) (DEC 1991)

In addition to the requirements specified in (48 CFR) FAR 52.228-3, the contractor agrees to the following:

(a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the Contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self-insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(b) If USAID or the contractor has secured a waiver of DBA coverage (see (48 CFR) AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements Contract.

Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), Allied World Assurance Company is the only insurance underwriter authorized to write DBA insurance under USAID contracts as of March 1, 2010. To obtain DBA insurance, contractors must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance, at one of the following offices:

- (1) AON Risk Insurance Services West, Inc.
2033 N. Main St., Suite 760
Walnut Creek, CA 94596-3722

Hours: 8:30 A.M to 5:00 P.M, Pacific Time

Primary Point of Contact: Fred Robinson
Phone: (925) 951-1856
Fax: (925) 951-1890
Email: fred.Robinson@aon.com

H.6 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every Contract employee or dependent:

- (a) The individual's full name, home address, and telephone number.
- (b) The name and number of the Contract, and whether the individual is an employee or dependent.
- (c) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the Contract.
- (d) The name, address, and telephone number(s) of each individual's next of kin.
- (e) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

H.7 AIDAR 752.7031 LEAVE AND HOLIDAYS (OCT 1989)

- (a) Vacation leave

- (1) The Contractor may grant to its employees working under this Contract vacations of reasonable duration in accordance with the Contractor's practice for its employees, but in no event shall such vacation leave be earned at a rate exceeding 26 work days per annum. Reimbursement for vacation leave is limited to the amount earned by employees while serving under this Contract.

For regular employees during their tour of duty in the Cooperating Country, vacation leave is provided under this Contract primarily for purposes of affording necessary rest and recreation. The Contractor's Chief of Party, the employee and the Cooperating Country institution associated with this program shall develop vacation leave schedules early in the employee's tour of duty taking into consideration program requirements, employee preference and other factors.

- (2) Leave taken during the concluding weeks of an employee's tour shall be included in the established leave schedule and be limited to that amount of leave which can be earned during a twelve-month period unless approved in accordance with paragraph (a)(3) of this clause.
- (3) Vacation leave earned but not taken by the end of the employee's tour pursuant to paragraphs (a)(1) and (2) of this clause will be forfeited unless the requirements of the program precluded the employee from taking such leave, and the Contracting Officer (with the endorsement of the Mission) approves one of the following as an alternative:
 - (i) Taking, during the concluding weeks of the employee's tour, leave not permitted under (a) (2) of this section; or
 - (ii) Lump-sum payment for leave not taken provided such leave does not exceed the number of days which can be earned by the employee during a twelve-month period.

(b) Sick Leave. Sick leave is earned by employees in accordance with the Contractor's usual practice but not to exceed 13 work days per annum or 4 hours every 2 weeks. Additional sick leave after use of accrued vacation leave may be advanced in accordance with Contractor's usual practice; if in the judgment of the Contractor's Chief of Party it is determined that such additional leave is in the best interest of the program. In no event shall such additional leave exceed 30 days. The Contractor agrees to reimburse USAID for leave used in excess of the amount earned during the employee's assignment under this Contract. Sick leave earned and unused at the end of a regular tour of duty may be carried over to an immediately succeeding tour of duty under this Contract. The use of home leave authorized under this clause shall not constitute a break in service for the purpose of sick leave carry-over. Contractor employees will not be compensated for unused sick leave at the completion of their duties under this Contract.

(c) Home leave.

- (1) Home leave is leave earned for service abroad for use only in the United States, in the Commonwealth of Puerto Rico, or in the possessions of the United States.
- (2) A regular employee who is a U.S. citizen or resident and has served at least 2 years overseas, as defined in paragraph (c)(4) of this clause, under this Contract and has not taken more than 30 workdays leave (vacation, sick, or leave without pay) in the United States, may be granted home leave of not more than 15 workdays for each such year of service overseas, provided that such regular employee agrees to return overseas upon completion of home leave under an additional 2 year appointment, or for a shorter period of not less than 1 year of overseas service under the Contract if the Mission Director has approved in advance. Home leave must be taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States; any days spent elsewhere will be charged to vacation leave or leave without pay.
- (3) Notwithstanding the requirement in paragraph (c)(2), of this clause, that the Contractor's regular employee must have served 2 years overseas under this Contract to be eligible for home leave, Contractor may grant advance home leave to such regular employee subject to all of the following conditions:
 - (i) Granting of advance home leave would in each case serve to advance the attainment of the objectives of this Contract;
 - (ii) The regular employee shall have served a minimum of 18 months in the Cooperating Country on his/her current tour of duty under this Contract; and
 - (iii) The regular employee shall have agreed to return to the Cooperating Country to serve out the remainder of his/her current tour of duty and an additional 2 year appointment under this Contract, or such other additional appointment of not less than 1 year of overseas service as the Mission Director may approve.
- (4) The period of service overseas required under paragraph (c)(2) or paragraph (c)(3) of this clause shall include the actual days spent in orientation in the United States (less language training) and the actual days overseas beginning on the date of departure from the United States port of embarkation on international travel and continuing, inclusive of authorized delays route, to the date of arrival at the United States port of debarkation from international travel. Allowable vacation and sick leave taken while overseas, but not leave without pay, shall be included in the required period of service overseas. An amount equal to the number of days of vacation sick leave taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States will be added to the required period

of service overseas.

- (5) Salary during travel to and from the United States for home leave will be limited to the time required for travel by the most expeditious air route. The Contractor will be responsible for reimbursing USAID for salary payments made during home leave if in spite of the undertaking of the new appointment the regular employee, except for reasons beyond his/her control as determined by the Contracting Officer, does not return overseas and complete the additional required service. Unused home leave is not reimbursable under this Contract.
 - (6) To the extent deemed necessary by the Contractor, regular employees in the United States on home leave may be authorized to spend no more than 5 days in work status for consultation at home office/campus or at USAID/Washington before returning to their post of duty. Consultation at locations other than USAID/Washington or home office/campus, as well as any time in excess of 5 days spent for consultation, must be approved by the Mission Director or the Contracting Office.
 - (7) Except as provided in the schedule or approved by the Mission Director or the Contracting Officer, home leave is not authorized for TCN or CCN employees.
- (d) Holidays. Holidays for Contractor employees serving in the United States shall be in accordance with the Contractor's established policy and practice. Holidays for Contractor employees serving overseas should take into consideration local practices and shall be established in collaboration with the Mission Director.
- (e) Military leave. Military leave of not more than 15 calendar days in any calendar year may be granted in accordance with the Contractor's usual practice to each regular employee whose appointment is not limited to 1 year or less and who is a reservist of the United States Armed Forces, provided that such military leave has been approved in advance by the cognizant Mission Director or Assistant Administrator. A copy of any such approval shall be provided to the Contracting Officer.
- (f) Leave Records. The Contractor's leave records shall be preserved and made available as part of the contractor's records which are required to be preserved and made available by the Examination of Records by the Comptroller General and Audit clauses of this Contract.

H.8 AIDAR 725.702 DESIGNATION OF AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this Contract is **Code 935** for the prime Contract and its subcontractors or as specified in TOs.

H.9 AIDAR 752.225-70 SOURCE AND NATIONALITY WAIVER REQUIREMENTS (FEB 2012)

(a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code 935 unless otherwise specified in the schedule of this Contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor must not procure any of the following goods or services under this Contract:

- (1) Military equipment;
- (2) Surveillance equipment;
- (3) Commodities and services for support of police and other law enforcement activities;
- (4) Abortion equipment and services
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:

- (1) Agricultural commodities;
- (2) Motor vehicles;
- (3) Pharmaceuticals and contraceptive items;
- (4) Pesticides;
- (5) Fertilizer;
- (6) Used equipment; or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this Contract without the prior written authorization of the Contracting Officer or fails to comply with required procedures under an applicable waiver as provided by the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the contractor to refund the entire amount of the purchase.

H.10 AIDAR 752.211-70 LANGUAGE AND MEASUREMENT (JUNE 1992)

(a) The English language shall be used in all written communications between the parties under this Contract with respect to services to be rendered and with respect to all documents

prepared by the contractor except as otherwise provided in the Contract or as authorized by the contracting officer.

(b) Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by USAID in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

H.11 LOGISTIC SUPPORT

Unless otherwise stated in TOs, the Contractor will be responsible for furnishing all logistic support in the United States and overseas.

H.12 EXECUTIVE ORDERS ON TERRORISM FINANCING

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract.

H.13 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)

Prior written approval by the Contracting Officer (CO), or the Contracting Officer's Representative (COR) if delegated in the COR's designation letter, is required for all international travel directly and identifiably funded by USAID under this Contract. The Contractor shall therefore present to the CO or COR, an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The CO or COR's prior written approval may be in the form of a letter or may be specifically incorporated into the schedule of the Contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the Cognizant Mission, with a copy to the CO or COR, of planned travel, identifying the travelers and the dates and times of arrival.

H.14 BUSINESS CLASS TRAVEL

For cost effectiveness, economy class travel must be used on all official travel funded under this Contract. Business class travel may only be used under exceptional circumstances and only with prior written approval of the Contracting Officer.

H.15 AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HOST GOVERNMENT (HG) EMPLOYEES (MAR 2015)

- (a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/her regular duties or work performed during his/her regular office hours. Per Diem, invitational travel, honoraria, and payment for work carried out outside of normal working hours are not considered to be salary supplements.
- (b) Salary supplements to HG Employees are not allowable without the written approval of the Contracting Officer.
- (c) The Contractor must insert a clause containing all the terms of this clause, including the requirement to obtain the written approval of the contracting officer for all salary supplements, in all subcontracts under this Contract that may entail HG employee salary supplements.

H.16 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

Funds in this Contract or any TOs awarded under it may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" [<http://www.info.usaid.gov/pubs/ads/300/refindx3.ht>] or as approved by the CO/TOCOR.

H.17 AIDAR 752.231-72 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)

- (a) Definitions. Conference means a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel of USAID employees. For the purpose of this policy, an employee is defined as a U.S. direct hire; personal services contractor, including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.
- (b) The contractor must obtain approval from the contracting officer or the contracting officer's representative (COR), if delegated in the Contracting Officer's Representative Designation Letter, as prescribed in 731.205-43, prior to committing costs related to conferences funded in whole or in part with USAID funds when:
 - 1. Twenty (20) or more USAID employees are expected to attend.
 - 2. The net conference expense funded by USAID will exceed \$100,000 (excluding salary of employees), regardless of the number of USAID participants.

3. Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the contractor to the USAID contracting officer representative (COR). The contracting officer representative will obtain the required agency approvals and communicate such approvals to the contractor in writing.
4. The request for conference approval must include:
 - a. A brief summary of the proposed event;
 - b. A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
 - c. The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
 - d. A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);
 - e. The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
 - f. If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
 - g. A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

H.18 AIDAR 752.222-70 USAID DISABILITY POLICY (DEC 2004)

(a) The objectives of the USAID Disability Policy are

1. To enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation;
2. To increase awareness of issues of people with disabilities both within USAID programs and in host countries;
3. To engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and,
4. To support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website
http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf

(b) USAID therefore requires that the Contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this Contract. To that end and within the scope of the Contract, the Contractor's actions must demonstrate a comprehensive and consistent approach for including women and children with disabilities.

H.19 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (CIB 99-17)

(a) TOs under this Contract may call for the Contractor to furnish important services in support of evaluation of Contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

(b) In addition, BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE OR MAKE AVAILABLE ANY INFORMATION OBTAINED ABOUT ANOTHER ORGANIZATION UNDER THE CONTRACT IN THE PREPARATION OF PROPOSALS OR OTHER DOCUMENTS IN RESPONSE TO ANY SOLICITATION FOR A CONTRACT OR TASK ORDER.

(c) If the Contractor gains access to proprietary information of other company(ies) in performing this evaluation, the Contractor must agree with the other company(ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it as furnished. THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CONTRACTING OFFICER.

H.20 AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)

(a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this Contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

(b) The Contracting Officer shall provide the contractor with written instructions concerning the conflict. USAID reserves the right to terminate the Contract if such action is determined to be in the best interests of the Government.

H.21 AIDAR 752.245-71 TITLE TO AND CARE OF PROPERTY (APR 1984)

(a) Title to all non-expendable property purchased with Contract funds under this Contract and used in the Cooperating Country, shall at all times be in the name of the Cooperating Government, or such public or private agency as the Cooperating Government may designate, unless title to specific types or classes of nonexpendable property is reserved to USAID under provisions set forth in the schedule of this Contract; but all such property shall be under the custody and control of contractor until the owner of title directs otherwise, or completion of work under this Contract or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of the title owner.

(Nonexpendable property is property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of \$500 or more.

(b) Contractor shall prepare and establish a program to be approved by the Mission, for the receipt, use, maintenance, protection, custody, and care of non-expendable property for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

- (c) (1) For non-expendable property to which title is reserved to the U.S. Government under provisions set forth in the schedule of this Contract, the contractor shall submit an annual report on all non-expendable property under its custody as required in the clause of this Contract entitled "Government Property".
- (2) For non-expendable property titled to the Cooperating Government, the contractor shall, within 90 days after completion of this Contract, or at such other date as may be fixed by the Contracting Officer, submit an inventory schedule covering all items of non-expendable property under its custody, which have not been consumed in the performance of this Contract. The contractor shall also indicate what disposition has been made of such property. Title to property is with USAID with care and custody with the Contractor.

H.22 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JULY 2007)

- (a) The contractor must annually submit a report by April 16 of the next year.
- (b) Contents of Report. The report must contain:

- (1) Contractor name.
 - (2) Contact name with phone, fax and email.
 - (3) Contract number(s).
 - (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
 - (7) Report is required even if the contractor did not pay any taxes during the report period.
 - (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
- (1) “Agreement” includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (2) “Commodity” means any material, article, supply, goods, or equipment.
 - (3) “Foreign government” includes any foreign governmental entity.
 - (4) “Foreign taxes” means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to:
- The Mission Controller
Office of Financial Management
USAID/Nigeria
US Embassy
1075 Diplomatic Drive
Central Business District
Abuja
Nigeria
- (e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.

(f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>

H.23 AIDAR 752.222-71 NONDISCRIMINATION (JUNE 2012)

FAR part 22 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of discrimination (in any form, including harassment) of any employee or applicant for employment on any of the above-described bases. Contractors are required to comply with the nondiscrimination requirements of the FAR. In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce nondiscrimination policies consistent with USAID's approach to workplace nondiscrimination as described in this clause, subject to applicable law.

H.24 SUBCONTRACTING PLAN

The Contractor's subcontracting plan dated TBD is hereby incorporated as a material part of this Contract.

H.25 SUBCONTRACTING REPORT

In accordance with FAR 52.219-9, subcontracting reports must be submitted under this IDIQ. Effective December 30, 2005, USAID commenced participation in the electronic Subcontracting Reporting System (eSRS). As a result, hard copies of the SF-294 and SF-295 are no longer accepted and contractors are required to submit these reports electronically. The requirement to report use of subcontractors in the new eSRS applies to any Contract in which there is a subcontracting plan to utilize U.S. small businesses. More information is available at the official website at <http://www.esrs.gov>. Please note that Contract data in eSRS is tied to the DUNS Number of record. When submitting your individual and summary reports in eSRS, please be sure to include the email address of the Task Order Contracting Officer specified on the task order Contract.

H.26 CONSENT TO SUBCONTRACT

In accordance with Contract FAR clause 52.244-2, Subcontracts, the Contracting Officer consents to award of subcontracts as proposed in the Contractor's proposal that results in the award of this Contract to the following firm for the products or services specified here:

<u>Contractor Name</u>	<u>Services to be Performed</u>	<u>Total Estimated Cost</u>
TBD	TBD	TBD

The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed here.

H.27 ELECTRONIC PAYMENTS SYSTEM

- (a) Definitions: a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.
- (b) “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.
- (c) The contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.
- (d) Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its Contract file with the appropriate justification:
- (1) Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
 - (2) Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
 - (3) Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
 - (4) The contractor has received a specific written exemption from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor’s written justification, which provides a basis and cost analysis for the requested exception.

H.28 ENVIRONMENTAL COMPLIANCE

- (a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this solicitation/Contract.
- (b) In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter must govern.
- (c) No activity funded under this Contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")
- (d) An Initial Environmental Examination (IEE) has been approved for FY15-19 USAID/Nigeria Health Programs for this Contract. The IEE (See Attachment No.: J.3) covers activities expected to be implemented under this Contract. USAID has determined that a **Negative Determination with conditions** applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this award.
- (e) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Contracting Officer's Representative and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, will review all ongoing and planned activities under this Contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.
- (f) If the contractor plans any new activities outside the scope of the approved Regulation 216 Environmental documentation, it will prepare an amendment to the documentation for USAID review and approval. No such new activities will be undertaken prior to receiving written USAID approval of environmental documentation amendments.
- (g) Any ongoing activities found to be outside the scope of the approved Regulation 216

environmental documentation will be halted until an amendment to the documentation is submitted and written approval is received from USAID.

(h) When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the [*contractor/recipient*] shall:

- (1) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a program mitigation and monitoring (M&M) plan, the [*contractor/recipient*] shall prepare an EMMP or M&M Plan describing how the [*contractor/recipient*] will, in specific terms, implement all IEE and/or EA conditions that apply to proposed program activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.
 - (2) Integrate a completed EMMP or M&M Plan into the initial work plan.
 - (3) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.
- (i) (1) A provision for sub-grants is included under this award; therefore, the [*contractor/recipient*] will be required to use an Environmental Review Form (ERF) or Environmental Review (ER) checklist using impact assessment tools to screen grant proposals to ensure the funded proposals will result in no adverse environmental impact, to develop mitigation measures, as necessary, and to specify monitoring and reporting. Use of the ERF or ER checklist is called for when the nature of the grant proposals to be funded is not well enough known to make an informed decision about their potential environmental impacts, yet due to the type and extent of activities to be funded, any adverse impacts are expected to be easily mitigated. Implementation of sub-grant activities cannot go forward until the ERF or ER checklist is completed and approved by USAID. [*Contractor/Recipient*] is responsible for ensuring that mitigation measures specified by the ERF or ER checklist process are implemented.
- (2) The [*contractor/recipient*] will be responsible for periodic reporting to the USAID Cognizant Technical Officer, as specified in the Schedule/Program Description of this solicitation/award.

H.29 GRANTS UNDER CONTRACT (GUC)

Under this Contract, the contractor may execute grants on behalf of USAID. If the Contractor awards grants under this Contract, the contractor must comply in all material respects with USAID's Automated Directives System (ADS) Chapter 302 (including mandatory and supplementary references) in awarding and administering grants, as well as the Code of Federal

Regulations 2 CFR 200. In addition, the following requirements shall apply to the grants awarded by the Contractor under this Contract:

(a) Award Amount Thresholds

- (1) Non-Governmental Organizations: The total value of an individual grant to a U.S. NGO must not exceed \$150,000. This limitation does not apply to grant awards to non-U.S. NGOs.
- (2) Partner Government Entities: The total value of all GUCs that provide funds (as opposed to in-kind assistance) to a particular partner government entity (for example, ministry, municipality, district, etc.) must not exceed \$300,000 for the duration of the prime Contract.

(b) The Contractor shall only execute grants under the Contract when it is not feasible to accomplish USAID objectives through normal contracts and grants awards executed by USAID because either the burden of executing a number of small grant activities is particularly difficult for the responsible USAID Mission or office, or the grant program is incidental and relatively small in comparison to other technical assistance of the Contractor.

(c) USAID must be significantly involved in establishing the selection criteria and must approve the recipients. USAID may be less significantly involved when grants are quite small and are incidental to the contractor's technical activities.

(d) Requirements which apply to USAID-executed grants must also apply to grants executed by the Contractor.

(e) USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.

(f) The Contractor must not execute or administer Cooperative Agreements on USAID's behalf.

(g) The Contractor must close out all grants prior to the estimated completion date of this Contract.

H.30 COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION REAUTHORIZATION ACT

The U.S. Government may terminate this Contract agreement, without penalty, if the Contractor or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the Contract is in effect, or (ii) uses forced labor in the performance of the Contract agreement.

H.31 FAR 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION (JAN 2017)

(a) Definition.

“Internal confidentiality agreement or statement,” “subcontract”, and “subcontractor”, as used in this provision, are defined in the clause at [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) *Representation.* By submission of its offer, the contractor represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

H.32 AIDAR 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

(a) Definitions

“USAID Implementing Partner Notices (IPN) Portal for Acquisition (“IPN Portal”)” means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at <https://sites.google.com/site/ipnforacquisitions/>.

“IPN Portal Administrator” means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

“Universal bilateral modification” means modifications such as those that update or incorporate

new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

(b) By submission of an offer and execution of a Contract, the Offeror/Contractor acknowledges the requirement to:

- (1) Register with the IPN Portal if awarded a Contract resulting from this solicitation; and,
- (2) Receive universal bilateral modifications to this Contract and general notices via the IPN Portal.

(c) Procedure to register for notifications.

Go to: <https://sites.google.com/site/usaaidipnforacquisitions/> and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

(d) Processing of IPN Portal Modifications

The contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the contractor by email when the USAID IPN Portal Administrator posts a universal bilateral modification for contractor review and signature. Proposed IPN Portal modifications distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the contractor must do one of the following:

- (1)
 - (i) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification;
 - (ii) download the modification and incorporate the following information on the SF30 form: Contract number, organization name, and organization mailing address as it appears in the basic award;
 - (iii) sign the hardcopy version; and
 - (iv) send the signed modification (by email or hardcopy) to the CO for signature. The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;
- (2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the Contract; or

- (3) Notify the Contracting Officer that the contractor declines to sign the modification. Within 30 calendar days of receipt of a signed modification from the contractor, the CO must provide the fully executed modification to the contractor or initiate discussions with the contractor.

H.33 AIDAR 752.7036 DISCLOSURE OF INFORMATION

- (a) Contractors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personal information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or The Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.
- (b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this Contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract.
- (c) In performance of this Contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.
- (d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$100,000, or imprisoned up to ten years, or both.

H.34 AIDAR 752.7034 ACKNOWLEDGEMENT AND DISCLAIMER (DEC 1991)

For use in any USAID Contract which funds or partially funds publications, videos, or other information/media products.

- (a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this Contract, and the product

shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

“This (publication, video or other information/media product (specify)) was made possible through support provided by the Office of _TBD_, Bureau for _TBD_, U.S. Agency for International Development, under the terms of Contract No. _TBD_. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development.”

(b) Unless the contractor is instructed otherwise by the cognizant technical office, publications, videos or other information/media products funded under this Contract and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent/appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

H.35 ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEB SITES (AUG 2013)

(a) Definitions:

“Third-party web sites” Sites hosted on environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a Contract. Third-party Web sites include program sites.

(b) The contractor must adhere to the following requirements when developing, launching, and maintaining a third-party Web site funded by USAID for the purpose of meeting the program implementation goals:

- (1) Working through the COR, the contractor must notify the USAID Bureau for Legislative and Public Affairs/Public Information, Production and Online Services (LPA/PIPOS) of the Web site URL as far in advance of the site's launch as possible.
- (2) The contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark with the tagline “from the American people,” located on the USAID Web site at www.usaid.gov/branding, and USAID Graphics Standards manual at <http://www.usaid.gov>.
- (3) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states:

"The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."

- (4) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.
- (5) The contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.
- (6) The contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the contractor must use sound: system/software management; engineering and development; and secure coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.
- (7) The contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above. (c) For general information, agency graphics, metadata, privacy policy, and 508 compliance requirements, refer to <http://www.usaid.gov>

H.36 INFORMATION SYSTEM SECURITY

TOs under this Contract may require Information Technology (IT) resources or services in which a Contractor must have physical or electronic access to USAID's sensitive information contained in unclassified systems that directly support the Agency's mission. TOCOs will include in TOs

any specific clauses and provisions that are required in ADS 302.3.4.9 and the Internal Mandatory Reference “Contract Clause Guide for Unclassified Information System Security Systems and Services”.

- (a) Designation of the Information System Security Officer. The Contracting Officer hereby designates *(To be inserted at award)*, located at *(To be inserted at award)*, as the Information System Security Officer responsible for information system security for this system.
- (b) The Contractor is responsible for the information system security of all systems used by the Contractor, and connected to USAID networks, or operated by the Contractor for USAID, regardless of location. The policy governing these responsibilities is ADS Chapter 545, Information Systems Security.
- (c) The Contractor must not use or redistribute any USAID information processed, stored, or transmitted by the Contractor except as specified in the Contract.
- (d) All Contractor personnel requiring access to USAID information systems, networks, or data must comply with the USAID Personnel Security Requirements for Access to Unclassified Information Systems policy requirements of ADS Chapter 545. The Contractor supervisors must ensure a sufficient separation of duties to prevent a single individual from committing fraud with, or abusing, USAID systems or data. The Contractor personnel should also have access only to that information required for their tasks. The Contractors must therefore request and enforce only those facility and information system accesses that are essential for each individual's job performance.
- (e) All Contractor personnel with access to USAID information systems, networks, or data must complete a USAID-approved computer security awareness class and accept the requirements of the USAID ISS rules of behavior before being granted access to USAID systems, and annually thereafter.
- (f) All Contractor personnel must complete the security processes and meet the requirements specified by the USAID Office of Security for the sensitivity or classification level of the information for which they will require access.
- (g) By accepting the award of this Contract, the Contractor assures USAID that all Contractor and subcontractor personnel will comply with the policy and procedures of the USAID ADS Chapter 541, Information Management, Chapter 545, Information Systems Security, their Mandatory References, and any future ISS policy changes or enhancements.

H.37 ADS 302.3.5.21 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

- (a) Definitions. For the purpose of submissions to the DDL:

- (1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible markup language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).
 - (2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not. The term does not include the contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
- (b) Submissions to the Development Data Library (DDL)
- (1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.
 - (2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The

contractor must also provide to the COR an itemized list of any and all DDL submissions.

The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the contractor must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

- (3) The contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.
- (4) The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.
- (5) The contractor must not submit classified data to the DDL.

H.38 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED

- (a) The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full Contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.
- (b) For every EIT product accepted under this Contract by the Government that does not comply with 36 CFR Part 1194, the Contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the Contract renewal date, whichever shall occur first.

H.39 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION

TECHNOLOGY RESOURCES

The Contractor must comply with the requirements contained in ADS 548 which require review and approval by the Office of Information Resource Management (M/IRM) in USAID/W of information technology components in which the life-cycle cost of commodities or services (e.g., installation, maintenance, and technical assistance) exceeds \$100,000.

Information Technology

- (a) The term 'information technology', with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a contractor under a Contract with the executive agency which (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.
- (b) The term 'information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.
- (c) Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal Contract. (Source: Clinger-Cohen Act) (Chapters 541-548, 552)
 - (1) The Contractor shall maintain accountable property records of IT. These records must identify each accountable item of U.S. Government-funded property acquired or furnished under the Contract in a format acceptable to the Contracting Officer and must be furnished to the Contracting Officer six months after the effective date of the Contract and thereafter annually, based on the effective date of the Contract. In the event any IT resources are lost, stolen, destroyed or damaged beyond economical repair, the Contractor must promptly notify both the COR and the Contracting Officer.
 - (2) As part of the Property Disposition Plan, the Contractor will provide a separate and final inventory of sensitive property. Sensitive property is property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. The Contractor shall provide a final report to the COR and Contracting Officer on the final disposition of all sensitive property in the contractor's custody.
 - (3) The Contractor shall request COR concurrence and CO approval for purchase of non-expendable property as defined that is not identified in the Contractor

approved budget as required by CIB 92.25. The Contractor shall submit for approval, annually, a list along with justification for each NXP being proposed that is outside of the approved budget.

**H.40 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)
(AAPD 08-01)**

(a) Requirements for Voluntary Sterilization Program. None of the funds made available under this Contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(b) Prohibition on Abortion-Related Activities.

(1) No funds made available under this Contract will be used to finance, support, or be attributed to the following activities:

- (i) Procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning;
- (ii) Special fees or incentives to any person to coerce or motivate them to have abortions;
- (iii) Payments to persons to perform abortions or to solicit persons to undergo abortions;
- (iv) Information, education, training, or communication programs that seek to promote abortion as a method of family planning; and
- (v) Lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this Contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(c) The contractor shall insert this provision in all subcontracts.

Alternate I (JUNE 2008)

(d) Voluntary Participation and Family Planning Methods.

- (1) The contractor agrees to take any steps necessary to ensure that funds made available under this Contract will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral,

philosophical, or religious beliefs. Further, the contractor agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

- (2) Activities which provide family planning services or information to individuals, financed in whole or in part under this Contract, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

(e) Requirements for Voluntary Family Planning Projects.

- (1) A family planning project must comply with the requirements of this paragraph.
- (2) A project is a discrete activity through which a governmental or nongovernmental organization or public international organization provides family planning services to people and for which funds obligated under this contract, or goods or services financed with such funds, are provided under this contract, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.
- (3) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.
- (4) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.
- (5) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.
- (6) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement

may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

- (7) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.
- (8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no sub-contract or grant under this contract, the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.
- (9)
 - (i) The contractor shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph; and
 - (ii) the contractor shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.
 - (iii) The contractor shall provide USAID such additional information about violations as USAID may request.

(f) Additional Requirements for Voluntary Sterilization Programs.

- (1) The contractor shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this contract are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent anytime prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation
- (2) Further, the contractor shall document the patient's informed consent by
 - (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or
 - (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic

elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.

- (3) The contractor must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.
- (g) The contractor shall insert this Alternate I in all subcontracts involving family planning activities.

H.41 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

USAID reserves the right to terminate this contract, to demand a refund or take other appropriate measures, if the contractor has been convicted of a narcotics offence or to has been engaged in drug trafficking as defined in 22 CFR Part 140.

H.42 ADS 302.5.16(a) (1) CONSCIENCE CLAUSE IMPLEMENTATION (ACQUISITION) – SOLICITATION PROVISION (FEBRUARY 2012)

(a) An organization, including a faith-based organization that is otherwise eligible to receive funds under this agreement for HIV/AIDS prevention, treatment, or care—

- (1) Shall not be required, as a condition of receiving such assistance—
 - (i) To endorse or utilize a multi sectoral or comprehensive approach to combating HIV/AIDS; or
 - (ii) To endorse, utilize, make a referral to, become integrated with, or otherwise participate in any program or activity to which the organization has a religious or moral objection; and
- (2) Shall not be discriminated against in the solicitation or issuance of grants, contracts, or cooperative agreements for refusing to meet any requirement described in paragraph (a)(1) above.

(b) An offeror who believes that this solicitation contains provisions or requirements that would require it to endorse or use an approach or participate in an activity to which it has a religious or moral objection must so notify the cognizant Contracting Officer in accordance with AIDAR 752.7006 (Notices) as soon as possible, and in any event not later than 15 calendar days before the deadline for submission of applications under this solicitation. The offeror must advise which activity(ies) it could not implement and the nature of the religious or moral objection.

(c) In responding to the solicitation, an offeror with a religious or moral objection may compete for any funding opportunity as a prime partner, or as a leader or member of a consortium that comes together to compete for an award. Alternatively, such offeror may limit its proposal to

those activities it can undertake and should indicate in its submission the activity(ies) it has excluded based on religious or moral objection. The offeror's proposal will be evaluated based on the activities for which a proposal is submitted, and will not be evaluated favorably or unfavorably due to the absence of a proposal addressing the activity(ies) to which it objected and which it thus omitted. In addition to the notification in paragraph (b) above, the offeror must meet the submission date provided for in the solicitation.

H.43 ADS 302.3.5.16(a) (3) CONDOMS (ACQUISITION) (SEPTEMBER 2014)

Information provided about the use of condoms as part of projects or activities that are funded under this contract shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled "USAID HIV/STI Prevention and Condoms". This fact sheet may be accessed at:

<http://www.usaid.gov/sites/default/files/documents/1864/condomfactsheet.pdf>

The contractor agrees to incorporate the substance of this clause in all subcontracts under this contract for HIV/AIDS activities.

H.44 ADS 302.3.5.16(a) (4) PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (SEPTEMBER 2014)

(a) This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003 (Pub.L. No. 108-25), as amended. This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The contractor shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b)(1) Except as provided in (b)(2), by its signature of this contract or subcontract for HIV/AIDS activities, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking.

(b)(2) The following organizations are exempt from (b)(1):

- (i) the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
- (ii) U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors

(iii) Non-U.S. contractors and subcontractors are exempt from (b)(1) if the contract or

subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(b)(3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. contractors and subcontractors that implement HIV/AIDS programs under this contract or subcontract by:

- (i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;
- (ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
- (iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(c) The following definitions apply for purposes of this provision:

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Prostitution” means procuring or providing any commercial sex act and the “practice of prostitution” has the same meaning.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).

(d) The contractor must insert this provision in all subcontracts for HIV/AIDS activities.

(e) Any violation of this provision will result in the immediate termination of this award by USAID.

(f) This provision does not affect the applicability of FAR 52.222-50 to this contract.

H.45 FAR 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)

(a) The Contractor shall

- (1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers'

- compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;
- (2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);
 - (3) Pay all compensation due for disability or death within the timeframes required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);
 - (4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);
 - (5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);
 - (6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);
 - (7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and 702.235); and
 - (8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.
- (b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.
 - (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

[END OF SECTION H]

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR §52.252-2, “Clauses Incorporated by Reference,” in Section I of this contract. See FAR § 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
Federal Acquisition Regulation (48 CFR Chapter 1)		
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONNEL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2016
52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCES	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016

52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS	JAN 2014
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY	JUL 2013
52.210-1	MARKET RESEARCH	APR 2011
52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS	AUG 2011
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR CERTIFIED COST AND PRICING DATA – MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-15	PENSION ADJUSTMENT AND ASSESS REVERSIONS	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.216-8	FIXED FEE	JUN 2011
52.216-10	INCENTIVE FEE	JUN 2011
52.216-16	INCENTIVE PRICE REVISION	OCT 1997
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2016
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	NOV 2016 OCT 2001
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN 1999
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990

52.222-3	CONVICT LABOR	JUN 2003
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEPT 2016
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.223-6	DRUG FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225-19	CONTRACTOR PERSONNEL IN DESIGNATED OPERATIONAL AREA/SUPPORTING DIPLOMATIC/ CONSULAR MISSION OUTSIDE UNITED STATES	MAR 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.229-6	TAXES—FOREIGN FIXED-PRICE CONTRACTS	FEB 2013
52.229-8	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	OCT 2015
52.230-3	DISCLOSURE AND CONSISTENCY IN COST ACCOUNTING PRACTICES	OCT 2015
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES-FOREIGN CONCERNS	OCT 2015
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014

	ALTERNATE 1	APR 1984
52.232-25	PROMPT PAYMENT	JAN 2017
52.232-25	PROMPT PAYMENTS ALTERNATE I	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-1	DISPUTES (MAY 2014) - ALTERNATE I	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-3	PROTEST AFTER AWARD ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES—FIXED PRICE	AUG 1987
52.243-1	ALTERNATE I	APR 1984
52.243-1	ALTERNATE II	APR 1984
52.243-2	CHANGES—COST-REIMBURSEMENT ALTERNATE I	AUG 1987
	ALTERNATE II	APR 1984
52.243-7	NOTIFICATION OF CHANGES	APR 1984
52.244-2	SUBCONTRACTS	JAN 2017
52.244-2	SUBCONTRACTS ALTERNATE I	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	JUN 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 1996
52.245-1	GOVERNMENT PROPERTY	JAN 2017
52.245-1	GOVERNMENT PROPERTY- ALTERNATE I	JAN 2017
52.245-1	GOVERNMENT PROPERTY- ALTERNATE II	APR 2012
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY- SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUNE 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006

52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	APR 2012
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 2012
52.252-4	ALTERATIONS IN CONTRACT	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	FEB 1999
752.216-70	AWARD FEE	MAY 1997
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	MAR 2015
752.229-70	FEDERAL, STATE, AND LOCAL TAXES	DEC 2014
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	JUL 1997
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	JUL 1997
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR -MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7035	PUBLIC NOTICES	DEC 1991

1.2 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This Contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

I.3 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued as stated in Section F.6.
- (b) All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of conflict between a delivery order or task order and this Contract, the Contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this Contract in an amount of less than \$25,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the Contract.
- (b) *Maximum order.* The Contractor is not obligated to honor –
 - (1) Any order for a single item in excess of \$10,000,000
 - (2) Any order for a combination of items in excess of \$50,000,000 or
 - (3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements Contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity Contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this Contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the Contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this Contract after **TBD** years from the date of award of the Contract.

1.6 FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

- (a) In performing this Contract, the Contractor is not authorized to make expenditures or incur obligations exceeding_ (TBD)_dollars.
- (b) The maximum amount for which the Government shall be liable if this Contract is terminated is _(TBD)_ dollars.

1.7 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

- (a) Definitions. As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.
- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The

Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

1.8 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

1.9 AIDAR 752.219-70 USAID MENTOR-PROTÉGÉ PROGRAM (JULY 2007)

(a) Large and small businesses are encouraged to participate in the USAID Mentor-Protégé Program (the “Program”). Mentor firms provide eligible small business Protégés with developmental assistance to enhance their business capabilities and ability to obtain Federal contracts.

(b) Mentor firms are large prime contractors or eligible small business capable of providing developmental assistance. Protégé firms are small business as defined in 13 CFR parts 121, 124, and 126.

(c) Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance that aids Protégés. The costs for developmental assistance are not chargeable to the Contract.

(d) Firms interested in participating in the Program are encouraged to contact the USAID Mentor-Protégé Program Manager (202-712-1500) for more information.

1.10 FAR 52.222.50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(a) Definitions. As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercially available off-the-shelf (COTS) item” means—

- (1) Any item of supply (including construction material) that is—
 - I. A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - II. Sold in substantial quantities in the commercial marketplace; and,
 - III. Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers’ licenses, regardless of issuing authority;
- (5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and

language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

- (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)
 - (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment—
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that—
 - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is—
 - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
 - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
 - (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
- (8) Provide or arrange housing that fails to meet the host country housing and safety

standards; or

- (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.
- (c) Contractor requirements. The Contractor shall—
- (1) Notify its employees and agents of—
 - (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
 - (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) Notification.
- (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—
 - (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also [18 U.S.C. 1351](#), Fraud in Foreign Labor Contracting, and [52.203-13\(b\)\(3\)\(i\)\(A\)](#), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
 - (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
 - (2) If the allegation may be associated with more than one contract, the Contractor

shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

- (1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
- (2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

- (1) The Contractor shall, at a minimum—
 - (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
 - (ii) Provide timely and complete responses to Government auditors' and

- investigators' requests for documents;
 - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
 - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—
- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
 - (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
 - (iii) Restrict the Contractor from—
 - (A) Conducting an internal investigation; or
 - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
- (h) Compliance plan.
- (1) This paragraph (h) applies to any portion of the contract that—
- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
 - (ii) Has an estimated value that exceeds \$500,000.
- (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—
- (i) To the size and complexity of the contract; and
 - (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
- (3) Minimum requirements. The compliance plan must include, at a minimum, the following:
- (i) An awareness program to inform contractor employees about the

Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

- (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
 - (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing that ensures that the housing meets host-country housing and safety standards.
 - (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- (4) Posting.
- (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.
 - (ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.
- (5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—
- (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontractor or subcontractor employee engaging in prohibited activities; and
 - (ii) After having conducted due diligence, either—
 - (A) To the best of the Contractor's knowledge and belief, neither it nor

- any of its agents, subcontractors, or their agents is engaged in any such activities; or
- (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
- (i) Subcontracts.
- (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—
- (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (B) Has an estimated value that exceeds \$500,000.
- (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

Alternate I (Mar 2015). As prescribed in 22.1705(a)(2), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

- (i)(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and
- (B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title Document may be obtained from: Applies to performance in/at:

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States. to which the document applies.]

I.11 AIDAR 752.7038 NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES AND SERVICES (OCT 2016)

- (a) USAID policy requires that the contractor not discriminate against any end-user of the

contract supplies or services (i.e., the beneficiaries of the supplies or services) in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the supplies or services (benefits) provided through this contract on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this clause is intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.

(b) The Contractor must insert this clause, including this paragraph, in all subcontracts under this contract.

[END OF SECTION I]

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - DOCUMENT, EXHIBITS AND OTHER ATTACHMENTS

Hard copies of the following documents are attached to this document; however, some forms may be accessed electronically at <http://www.usaid.gov/forms/>

Attachment No.:	Title
1	Labor Matrix (Reference the table on Section B.11 of the Solicitation)
2	Map Illustrating USAID's Supported States within Nigeria
3	Nigeria HIV/AIDS & TB Initial Environmental Examination (IEE)
4	Guidance on Format and Content of Quarterly Reports
5	SF LLL – Disclosure of Lobbying Activities http://forms.sc.egov.usda.gov/efcommon/eFileServices/eFormsAdmin/SF-LLL_9707V01.pdf
6	Proposal Preparation Checklist (Not mandatory for usage, but a useful tool when preparing proposal volumes)
7	Small Business Subcontracting Plan Template
8	Small Business Participation Plan
9	USAID/Nigeria Local Employee Compensation Plan
10	Certification Regarding Trafficking in Persons Compliance Plan
11	Contractor Performance Report – Short Form
12	UNAID's 90-90-90 Goal http://www.unaids.org/sites/default/files/media_asset/90-90-90_en_0.pdf
13	Branding and Marking Requirements
14	Contractor Employee Biographical Data Sheet [This form can be downloaded at: http://www.usaid.gov/forms/

END OF SECTION J

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The representations, certifications and other statements as provided herein are applicable to task orders based on their individual scopes of work.

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003

K.2 FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision-- "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this Contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this Contract, the offeror shall complete

and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants (See Attachment No.: J.5). The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 FAR 52.204-3 TAXPAYER IDENTIFICATION (APR 2016)

(a) Definitions - Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting Contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the Contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting Contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____.

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

K.4 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is **541990**.
- (2) The small business size standard is **\$15 million**.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service Contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications Section of SAM electronically, the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the

solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

- (i) Paragraph (d) applies.
 - (ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
- (c)
- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
 - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price Contract or fixed-price Contract with economic price adjustment is contemplated, unless-
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
 - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-

Representation.

- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the Contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the Contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the Contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the Contract award will exceed the simplified acquisition threshold and the Contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction

Contracts.

- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
 - (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
 - (xvii) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
 - (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
 - (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
 - (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
 - (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]
- (i) 52.204-17, Ownership or Control of Offeror.

- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
- (vi) 52.227-6, Royalty Information.
 - (A) Basic.
 - (B) Alternate I.
- (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K.5 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Offeror's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the Contract.

K.6 AGREEMENT ON OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the Contract) and [] agrees to the terms and conditions set forth therein; or [] have the following exceptions (continue on a separate attachment page, if necessary):

K.7 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
 - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);
 - (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
 - (D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

- (1) Federal taxes are considered delinquent if both of the following criteria apply:
 - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (2) Examples.
 - (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has or has not or , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal

agency.

- (2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non responsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.8 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal Contract or grant. It does not include agency actions such as Contract audits, site visits, corrective plans, or

inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal Contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in-
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by

the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

K.9 FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K.10 FAR 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any Contract resulting from this solicitation, [] intends, [] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY,
STATE, COUNTY, ZIP CODE)
OFFEROR
OR RESPONDENT

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT OR
FACILITY IF OTHER THAN

K.11 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that-

- (a) It [] has, [] has not participated in a previous Contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.12 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that-

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.13 FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT
REPORTING REQUIREMENTS (SEP 2010)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any Contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

**K.14 FAR 52.222.56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS
COMPLIANCE PLAN (MAR 2015)**

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the Contract that—

- (1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and
- (2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that— (See Attachment No.: J.10)

- (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the Contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and
- (2) After having conducted due diligence, either—
 - (i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
 - (ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

K.15 FAR 52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or

charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
 - (2) Date of license agreement.
 - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
 - (4) Brief description, including any part or model numbers of each Contract item or component on which the royalty is payable.
 - (5) Percentage or dollar rate of royalty per unit.
 - (6) Unit price of Contract item.
 - (7) Number of units.
 - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the Contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.16 FAR 52.227-7 PATENTS - NOTICE OF GOVERNMENT LICENSEE (APR 1984)

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is [Contracting Officer fill in], and the royalty rate is [Contracting Officer fill in]. If the offeror is the owner of, or a licensee under, the patent, indicate below:

[] Owner [] Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

K.17 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

- (a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting Contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the Contract. Any data delivered under the

resulting Contract will be subject to the Rights in Data-General clause at 52.227-14 included in this Contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block)-

☐ None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

☐ Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a Contract be awarded to the offeror.

K.18 REPRESENTATION BY CORPORATION REGARDING A DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION (Deviation OAA-DEV-14-02c) (August 2014)

(a) In accordance with section 7073 of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) none of the funds made available by that Act may be used to enter into a Contract with any corporation that –

- (1) "Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government"; or
- (2) Has any "unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not

being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

For the purposes of section 7073, it is USAID’s policy that no award may be made to any corporation covered by (1) or (2) above, unless the M/OAA Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror Representation:

- (1) The Offeror represents that it is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (2) The Offeror represents that it is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

K.19 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant Contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated Contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

- (a) Any Contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a Contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be

submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting Contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: [Name and Address of Cognizant ACO or Federal Official Where Filed:]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: ☐

Name and Address of Cognizant ACO or Federal Official Where Filed: ☐

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required disclosing because they were awarded a CAS-covered prime Contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant Contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified Contract coverage if this proposal is expected to result in the award of a CAS-covered Contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime Contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated Contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

K.20 FAR 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the Contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked "Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.21 CONTRACTOR PURCHASING SYSTEM REVIEW

☐ Offeror affirms its purchasing system has been reviewed and is currently approved by an agency of the Federal Government.

☐ Offeror's expected Government sales (excluding competitive or commercial Contract awards, are not expected to exceed \$25 million in the next 12 months.

K.22 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the Offeror certifies that they are accurate, current, and complete, and that the Offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

DUNS No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at the following addresses:

- [https://www.acquisition.gov/far/\(FAR\)](https://www.acquisition.gov/far/(FAR))
- <http://www.usaid.gov/pubs/ads/300/aidar.pdf>
- (AIDAR; a Word version of the AIDAR is also available at <http://www.usaid.gov/pubs/ads/300>)

NUMBER	TITLE	DATE
52.204-6	UNIQUE ENTITY IDENTIFIER	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES— IDENTIFICATION OF SUBCONTRACTOR EFFORT	OCT 2009
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.237-1	SITE VISIT	APR 1984

L.2 SUBMISSION OF PAST PERFORMANCE INFORMATION

Past Performance information must be submitted no later than the date and time indicated on the cover letter. . Past Performance information must be submitted electronically to abujahivprocurement@usaid.gov, in accordance with instructions outlined in Section L.6. The past performance must not be re-submitted with the technical proposal. Only one submission is required.

L.3 GENERAL INSTRUCTIONS

A proposal checklist is provided in Attachment No.: J.6 to help both the Government and the Offeror expedite submission/review. This checklist does not need to be submitted with the proposal and serves as a tool only. **DISCLAIMER:** This proposal checklist is to mainly assist Offerors in proposal development. The Government is not responsible for any omissions from this checklist. Offerors are fully responsible for the accuracy, completeness, and compliance

with all proposal instructions set forth in the RFP.

(a) **Multiple Awards.** The U. S. Government anticipates awarding multiple IDIQ Contracts under the unrestricted competition as a result of this Solicitation. The Agency reserves the right to award more awards than the anticipated number of contracts stated above.

(b) **RFP Instructions.** If an Offeror does not follow the instructions set forth herein, the Offeror's proposal may be eliminated from further consideration or the proposal may be downgraded and not receive full or partial credit under the applicable evaluation criteria. Proposals must respond directly to the terms, conditions, specifications and provisions of this RFP. Proposals not conforming to this RFP will be determined as non-responsive, thereby eliminating them from further consideration.

(c) **Accurate and Complete Information.** An Offeror must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

(d) **Pre-award Survey.** USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) Offeror's ability to perform the Contract duties under the program conditions; (2) a review of the Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the Offeror's facilities.

(e) **Offer Acceptability.** The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective Contract:

(1) Completion of Standard Form 33, Blocks 12 through 18;

(2) Submission of proposed costs/prices and indirect cost information as required by Section B and L of this RFP;

(3) Completion of electronic annual representations and certifications at SAM accessed via <https://www.acquisition.gov> as well as any other "Representations, Certifications, and Other Statements of Offerors" in Section K; and

(4) Submission of information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective Contract. Offerors will follow the instructions contained in this RFP and supply all information and signature/certifications, as required.

(f) **Proposal Preparation Costs.** The U.S. Government will not pay for any proposal preparation costs.

(g) **Offer Expiration.** All offers and proposals submitted in response to this solicitation will

remain available for acceptance by USAID for a minimum of one hundred and eighty (180) calendar days.

(h) **Questions:** All questions and requests for clarification must be addressed to the Contracting Officer, and sent to the e-mail address provided on the cover letter, by the date and time as indicated on the same. Phone calls will not be accepted.

L.4 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **multiple** award IDIQ contract resulting from this solicitation.

L.5 FAR 52.232-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ms. Crystal Byrd Ogbadu
Contracting Officer
Email: cbyrd@usaid.gov
USAID/Nigeria, c/o U.S. Embassy
Plot 1075, Diplomatic Drive
Central District
Abuja – Nigeria

REF: RFP Number SOL-620-17-000004
RFP Title: Strategic HIV/AIDS Response Program (SHARP)

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO. Protests must also be submitted to USAID's Assistant General Counsel, at the following address:

Mr. William Buckhold
Assistant General Counsel
US Agency for International Development
Office of General Counsel
Fax: 202-216-3055

L.6 DELIVERY INSTRUCTIONS

(a) **Closing Date and Time:** All proposals in response to this RFP are due as stated in the RFP cover letter.

(b) The Offeror will submit the proposal in both hard copies and electronically. All hard copies should be date stamped by whichever carrier on the closing date of the solicitation. The postmark will be from the postal/ carrier station of the proposal origin, and not the postmark/date stamp of receipt in Nigeria. All other hard copies must be received at the embassy on or before the closing date of the solicitation.

(c) The information requested below must be clearly marked on the outside with the following information:

RFP No.: SOL-620-17-000004

RFP Title: Strategic HIV/AIDS Response Program (SHARP)

(d) Technical and Cost/Business Proposals must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(e) Number and types of copies:

DOCUMENT	TECHNICAL PROPOSAL # of Copies	COST PROPOSAL # of Copies
Original	1	1
Paper copies (binders)	5	3

(f) **Electronic Submission:**

All electronic submissions must be sent to abujahivprocurement@usaid.gov. Electronic submission must be:

- In “unprotected” excel spreadsheets (software versions 2003 or newer) for the budget to allow USAID to view all formulas and calculations; and,
- In both Adobe Acrobat PDF and MS Word (software versions 2003 or newer) for the technical proposal, budget narrative, and all other required documents that form part of the proposal.
- Pages containing signatures should be submitted in Adobe acrobat PDF format.
- All electronic submission must indicate the RFP Number and the program title in the subject line of the email to read as follows:

1. SOL-620-17-000004 - Strategic HIV/AIDS Response Program (SHARP)
(email # -of #-)

- Submissions per e-mail should not exceed 10MB in total file/data size. The Offerors should design proposals that facilitate access to information and ease of review.
- All electronic files must be unzipped.

(g) **Hard Copies:**

- Hard copies must be submitted to the following addresses:

If Sent by postal service or Hand-Carried, or via Courier:

Ndidi Uche/Crystal Byrd Ogbadu
USAID/Nigeria Office of Acquisition & Assistance (OAA)
c/o US Embassy Plot 1075, Diplomatic Drive
Central District, Abuja Nigeria

- **Embassy hours of operation:** U.S. Embassy Office Abuja, Nigeria delivery hours are from 7:30 a.m. to 4:00p.m., Monday through Thursday and Friday from 7:30a.m to 1:00p.m.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) **Organization of Technical Proposal**

- (1) Technical proposals must **not exceed 50 pages**, excluding attachments and annexes, and must be on 8.5 by 11 inch or A4 size paper, single spaced, 12-point , Times New Roman font with one-inch margins on all sides and tabs for ease of reference to each section. USAID will not read or evaluate any of the pages after **Page 50**.
- (2) If proposals contain text boxes, they must also be in no less than 10-point font, as to not unduly interfere with readability.
- (3) Cover letter, Cover page, Tabs/dividers, Table of Contents, Acronym list, Executive Summary, and Annexes do not count against the 50-page limitation. Any page in the technical proposal that contains a table, chart, or graph, not otherwise excluded above, is subject to the page limitation.
- (4) The proposal preparation checklist is not mandatory for usage, but a useful tool when preparing proposal volumes.
- (5) All information from appendices must be referenced in the technical proposal and summarized and included in the annex section. All critical information from appendices/annexes clearly identified and summarized in the technical proposal

will be evaluated as part of the basis of award.

- (6) Additional documentation beyond the 50-page limit and the referenced annexes will not be read or evaluated by USAID.

(b) Content of Technical Proposal

- (1) Information provided in the technical proposal will indicate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal must be concise, comprehensive, and responsive to the instructions contained herein. Offerors must take into account the technical evaluation factors and sub-factors listed in Section M. It must clearly demonstrate how the proposed approach will meet the goals and all objectives of the activity, and fulfill the Offeror's program implementation responsibilities.
- (2) The proposal must contain information that demonstrates offeror's understanding of the requirements and must be prepared in such a manner as to enable the review committees to make a thorough evaluation and arrive at a sound determination of whether the proposal meets all technical requirements or satisfies the requirements of the solicitation. Throughout the proposal, Offerors must also describe how the following overarching considerations and guiding principles will be incorporated into the proposed services management as appropriate:
- Cost effectiveness;
 - Quality;
 - Sustainability;
 - Results;
 - Ownership;
 - Flexibility;
 - Gender Integration; and,
 - Environmental Compliance.
- (3) Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal in response to this RFP are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork and expensive visual or other presentation aids are neither necessary nor wanted.

(c) Format and Presentation

Volume I- Technical Proposal

- (1) Cover Letter;
- (2) Table of Contents;
- (3) Acronym List;
- (4) Executive summary;
- (5) Technical Approach;
- (6) IDIQ Management Approach;
- (7) Contractor Performance Information;
- (8) Contractor Performance Information (No content) see section L.2 above; and
- (9) Annexes:
 - A. Branding Strategy, Branding Implementation Plan, and Marking Plan;
 - B. Environmental Mitigation and Monitoring Plan;
 - C. Organizational Chart(s);
 - D. Staffing Plan (not to exceed 20 pages);
 - E. Risk Management Plan;
 - F. Grants Manual;
 - G. Performance Monitoring and Evaluation Plan (not to exceed 20 pages);
 - H. Past Performance Report Short-Forms, See Attachment No.: J.11;
 - I. Small Business Subcontracting Plan, See Attachment No.: J.7 and J.8; and
 - J. Security Operations Plan.

NOTE: The list of annexes provided above is not all-inclusive. Offerors will determine the type of information to be submitted as annexes to their respective technical proposals, in response to the instructions provided in the RFP.

L.7.1 Cover Letter (does not count against 50-page limit)

Include the offeror's name submitting the proposal and the organization's DUNS number. Major subcontractors (hereafter referred to as "subs") must be clearly identified, along with their DUNS numbers; major subs are defined as those expected to perform at least 15.0% of the Offeror's total proposed IDIQ budget, or a prominent part of the technical effort. Include a contact person for the proposal, including his/her name (both typed and signed), title or position with the organization, address, telephone, and email address. Also state whether the contact person is the person with authority to Contract for the Offeror, and if not, that person should also be clearly identified.

L.7.2 Table of Contents (does not count against 50-page limit)

The Technical Proposal will contain a Table of Contents with page numbers indicated.

L.7.3 Acronym List (does not count against 50-page limit)

The Technical Proposal will contain a list of all acronyms used in the proposal, along with their full meaning.

L.7.4 Executive Summary (not to exceed 2 pages, does not count against 50-page limit)

The executive summary describes the basic elements of the Offeror's proposal. This section should include problem statement, goals and objectives and summarize the key elements of the Offerors strategy, approach, methodologies, management, personnel and implementation plan.

L.7.5 Technical Approach (See Section M.2.2.2)

The proposal must address implementation challenges, opportunities, complexities, and technical requirements, using an innovative, feasible and responsive approach to produce sustainable results to achieve all outcomes outlined in Section C.5. To facilitate the review of proposals, narrative portions of proposals must be organized in the same order as the broad evaluation factors.

(a) **Situation Analysis**

Offerors must utilize available data on the HIV and TB epidemic, reflecting contextual issues, challenges and unmet needs and service delivery gaps, while taking cognizance of the drivers of the HIV epidemic in targeted locations.

(b) **Comprehensive HIV Care and Treatment Service Provision**

Offerors must describe how they will provide high-impact, cost effective, context specific and evidence based approaches to delivering the services outlined in Section C.5; and address the unmet need for HIV and TB services in the targeted scale up and sustained support locations.

Offerors must describe sustainable strategies for optimizing treatment outcomes in both scale-up and sustained support LGAs, towards the attainment of the UNAID's 90-90-90 goal (See Attachment No.: J.12).

(c) **Health Systems Approach**

Offerors must describe a feasible and innovative approach to transfer capacity to GON and local organizations towards improving ownership of a sustainable HIV/TB response, taking cognizance of the health system challenges at community, LGA and State levels.

(d) **Monitoring, Evaluation, and Learning**

Offerors must describe how they will work with GON structures to collect, report and analyze data in line with GON, PEPFAR and USAID requirements; how they will use data and operational research for decision-making at the patient, health facility, LGA, and state levels and provide explanations of how mid-course corrections will be identified and implemented.

L.7.6 IDIQ Management Approach and Institutional Capacity (See Section M.2.2.3)

(a) **IDIQ Management and Implementation Plan.**

The offeror must propose a comprehensive and realistic management and implementation plan that provides a framework for systematic and effective implementation and monitoring of the IDIQ and subsequent TOs. The offeror must also describe how the technical capabilities of its subcontractors will leverage offeror's effort to actualize the objectives of the IDIQ in Section C.4.1

(b) **Institutional Capacity**

The proposal must provide information on responsibilities of partner organizations and how these complement the prime's effort.

L.7.7 Contractor Performance Information (See Section M 2.2.4)

- (a) The Offeror must provide past performance information for itself and each "team members," and major subcontractor (proposed for the IDIQ. The Offeror may include required information in **Annex J**, but it must summarize past performance information in this section of the Technical Proposal:

1. List **no more than 5** of the most recent (defined as any activity performed within **3 years** of the closing date for receipt of the Contractor past performance information) and relevant contracts for efforts similar to the work in the subject proposal for the Offeror, as well as **no more than 5** of the most recent and relevant contracts or mandates for each of the IDIQ members and major subcontractors. The Offeror must not submit past performance information related to cooperative agreements or grants. The Offeror must provide the Past Performance Information in the format provided in **Attachment No.: J.11** and not materially differ from the information provided pursuant to **Section L.7**. The most relevant indicators of performance are contracts of similar scope and requiring similar provision of services, similar technical complexity, and similarly challenging places of performance. Specifically, such contracts must demonstrate the capabilities and experience of the Offeror and its team in delivering HIV/AIDS transactions and services substantially similar to those required. The Offeror must provide a brief description of the work along with the results achieved.
2. Provide for each of the contracts listed above a list of contact names, job titles, phone numbers, email addresses, and a description of the performance to include:
 - Scope of work or complexity/diversity of tasks;
 - Primary location(s) of work;
 - Term of performance;
 - Skills/expertise required;
 - Dollar value; and

- Contract type, i.e., fixed-price, cost reimbursement, etc.

USAID recommends that the Offeror alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if USAID requests it.

- (b) If extraordinary problems affected any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)).
- (c) Describe any quality awards or certifications that indicate exceptional ability to provide the service or product described in the statement of work. This information is not included in the page limit.
- (d) Performance in Using U.S. Small Business (SB) Concerns (as defined in FAR 19.001).
1. This section (d) is not applicable to offers from small business concerns.
 2. As part of the evaluation of performance in M.2.2.4 of this solicitation, USAID will evaluate the extent to which the offeror used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with the offeror's SB subcontracting plan or other similar small business incentive programs set out in offeror's contract(s).
 3. In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:
 - (A) Provide a narrative summary of offeror's use of small business concerns over the past three years. Describe how small businesses were employed--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of offeror's compliance with SB subcontracting plan(s) or other similar SB incentive programs in Offeror's contract(s) and explain any mitigating circumstances if goals were not achieved.
 - (B) To supplement the narrative summary in (A), provide a list of three recent contracts for which offeror submitted subcontract reports to eSRS (FAR 52.219-9(d)(10) and a copy of any similarly recent subcontracting reports if they were not submitted to eSRS.
 - (C) Provide the names and addresses of three SB concerns for USAID to contact for their assessment of offeror's performance in using SB concerns. Provide a brief

summary of the type of work each SB concern provided to offeror and the name of a contact person, his/her title, phone number, and email address.

L7.8 Technical Proposal Annexes

The Offeror may include the following Annexes in this section of the Technical Proposal. Although the Annexes do not count towards the overall 50-page limitation for the Technical Proposal, they each have their own page limitations, as indicated below. Offerors are encouraged to keep them succinct, including only the necessary information that fully supports the other sections of the Technical Proposal (see **Sections L.6.5–L.6.7** above).

- **Annex A—Branding Strategy, Branding Implementation Plan.** This Annex must not exceed **20 pages**. The Offeror must utilize this Annex to describe how the program will be promoted to beneficiaries and host-country citizens. The Offeror must provide information directly relevant to the services required under this IDIQ and support Section L.8.1 of the Technical Proposal that specifically address the requirement.
- **Annex B—Environmental Mitigation and Monitoring Plan.** Annex B may not exceed **20 pages**. The Offeror must include activities of this program may involve procurement, storage, management and disposal of public health commodities, including pharmaceutical drugs, generation, storage and disposal of hazardous or highly hazardous medical waste, e.g., laboratory-related activities as well as small-scale construction or rehabilitation of health infrastructures and incinerators.
- **Annex C— Organizational Chart (expressly displaying lines of authority for subcontractors) and Biographies.** Annex C must not exceed **20 pages**. The Offeror may include charts of its teaming arrangement, key functional positions along with descriptions, and a matrix of all subcontractors and their significant personnel, along with their relevant skills and experience applicable to the transaction, technical and other related services set out in Section C of the IDIQ. For those individuals deemed by the Offeror to fill critical positions and/or sector leads, the Offeror must include up to fifteen (15) half (1/2) page biographies that discuss the individual's' relevant experience, education, and language skills.
- **Annex D—Staffing Plan.** Annex D must not exceed **20 pages**. The Offeror must include a detailed version of its anticipated staffing pattern for both the IDIQ level of the proposed program.
- **Annex E—Risk Management Plan.** Annex F must not exceed **10 pages**. The Offeror must include a detailed version of its risk management plan for Nigeria.
- **Annex F—Grants Manual.** Annex G. The Offeror must include a grants manual for activities in Nigeria.

- **Annex G—Performance Monitoring and Evaluation Plan.** Annex H must not exceed **10 pages**. The Offeror must include a performance monitoring and evaluation plan for the SHARP program.
- **Annex H—Past Performance Report Short-form.** The Offeror must include relevant past performance information for the prime and subcontractors. See (Attachment No.: J.11) that specifically address the requirement.
- **Annex I—Small Business Subcontracting Plan.** USAID encourages maximum participation in the Mentor-Protégé program for small business, including veteran-owned small business, service-disabled veteran-owned small business, and Historically Underutilized Business Zone (HUB Zone) small business, small socially and economically disadvantaged business, and women-owned small businesses. Accordingly, every reasonable effort must be made to identify and make use of such organizations. See (Attachments No.: J.7 and J.8) that specifically address the requirement.
- **Annex J—Security Operations Plan.** The Offeror must develop a security operations plan relevant to Nigeria for both prime and subcontractors.

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

- (a) The cost proposal must be submitted under separate file from the technical proposal. The cost proposal must be in Excel (2003 version or newer) and compatible with a MS Windows XP operating environment. All calculations and formulas must be visible and unlocked. Furthermore, there will be no password protected cells or spreadsheets.
- (b) While there is no page limit, the Offerors are encouraged to be as concise as possible, but still provide the necessary detail to address the solicitation requirement.
- (c) The cost proposal must be separated by dividers and clearly labeled.
- (d) The Offeror must present the cost proposal in US dollars (“USD”) and provide the exchange rate used to convert local costs to USD. The Offeror must use the average exchange rate provided by the Central Bank of Nigeria between the USD and the Nigerian Naira for the month of “January 2017” to ensure consistent evaluation of costs across proposals. The Offeror must explain this calculation in its Budget Narrative.
- (e) The Offeror must submit requested IDIQ rates in its own format.
- (f) Budget narratives must be in Microsoft Word format and can be converted to Adobe PDF for submission. As applicable, each subsequent TO cost proposal must include a summary budget by year and a grand total, and must also include subsequent tabs with detailed annual budgets and a grand total.

(g) Data Loss Liability. The Offeror assumes all responsibility for ensuring that USAID has received an accurate and complete version of the cost proposal—including any annexes or attachments thereto—through e-mail. USAID bears zero responsibility for data errors or data loss while transmitting, converting, downloading, or printing the cost proposal

(h) Offerors must structure their cost proposals in the following order:

Volume II - Cost Proposal

- (1) Standard Form (SF) 33;
- (2) IDIQ Ceiling Rates with Supporting Data;
- (3) IDIQ Small Business Subcontracting Plan;
- (4) Representations, Certifications and Other Statement of Offerors, including:
 - (i) OMB SF LLL Disclosure of Lobbying Activities;
 - (ii) Certification Regarding Trafficking in Persons Compliance Plan.
- (5) Offeror's Policies and Procedures;
- (6) Evidence of Responsibility;
- (7) Letters of Commitment (Team Members and Major Subcontractors);
- (8) Information to Support Consent to Subcontractors;
- (9) Joint Venture Information (if applicable); and
- (10) Information Concerning Work-Day, Work Week and Paid Absences (Prime and Subcontractors).

(a) The Offeror must use the following page settings for both the Microsoft Excel and pdf versions of the budgets contained in the cost proposal:

Page Orientation: Landscape (Offerors must use Portrait orientation for non-budget items)

Scaling: Adjust to 65% (Minimum)

Page size: Letter

Margins: Top and Bottom 0.75 inches

Margins: Left and right 0.7 inches

Margins: Header and Footer 0.2 inches

Repeat the header of a table on each page

Font: Times new Roman

Font Size: 10

(b) Proposed budgets for the team members and subcontractors proposed on a cost-reimbursement basis must include the same cost breakdowns in their budgets. For subcontractors proposed under a different contractual arrangement, the Offeror must provide sufficient detail and breakdown of cost/price to allow for a meaningful evaluation of cost/price in the opinion of the Contracting Officer.

- (c) When possible based on the organizations structured accounting system, the Offeror must break down all direct and indirect cost to their components parts.
- (d) The Offeror must provide DUNS numbers for the prime offeror and major subcontractors in the Cost Proposal.
- (e) The Budget Narrative must support the IDIQ rates. The Budget Narrative does not have a page limitation, allowing the Offeror to explain and justify its proposed costs in a well-written fashion, including an explanation of assumptions used to develop the cost proposal; however, the Offeror must remain concise and provide pertinent information to allow for a cost reasonableness analysis.

L.8.1 Part 1—Standard Form 33

The Offeror must submit the cover page (Section A) of this solicitation—Standard Form (SF) 33, “Solicitation, Offer, and Award”—with blocks 12 through 18 completed, including an original signature of a corporate authority authorized on behalf of the Offeror to sign the offer. The Offeror must place the completed form in front of the cost proposal volume.

L.8.2 Part 2—IDIQ Ceilings Rates

To reduce proposal burden for Offerors and reduce time to award the IDIQ contract(s), USAID has developed an IDIQ Cost Ceiling matrix. The Offeror must submit a completed IDIQ Cost Ceiling Matrix. The matrix includes the proposed unburdened CDRs, indirect cost rates, and fixed fee that will bind the Offeror in the resultant IDIQ Contract.

- (a) The Offeror must submit a complete Unburdened Ceiling Daily Rate matrix from Section B.11. Offerors are free to propose other labor categories as needed. Note: The prime and all subcontractors will be held to these Daily Rate Ceilings. **The offeror must provide a definition of the labor category to be included in the final contract.** The Offeror must propose rates for Junior, mid-level, and senior –level labor, where applicable, for each category listed in B.11 and any additional categories proposed by the Offeror. **The Offeror is required to provide a narrative and supporting data for the proposed rates or historic personnel in support of their proposed labor ceiling rates. Also, separately include level-of-effort hours and cost range for local labor and provide other illustrative cost elements with all applicable indirect rate ceilings and fee ceilings that can be applied to arrive at a total proposed cost.**
- (b) Offerors may propose unburdened ceiling daily rates at rates higher than the USAID Contractor Salary Threshold (CST). However, prior approval of the TO Contracting Officer will be required for actual salaries above the USAID CST. The proposed ceiling daily rates will be incorporated into the IDIQ Contract as the maximum unburdened ceiling daily rate per Section B.11.
- (c) The prime Offeror and each subcontractor must propose ceiling indirect cost rates (See

Section B.12). The prime and all subcontractors must propose ceiling indirect cost rates pursuant to their Negotiated Indirect Cost Rate Agreement (NICRA). Offerors may propose a single ceiling rate covering the term of award or a ceiling rate in each applicable Contract year. These ceiling indirect cost rates will be incorporated into the Contract (See Section B.12).

(d) Per PEB 2015-02. The prime and all major subcontractors may propose lower overhead rates than their established Negotiated Indirect Cost Rate Agreement (NICRA) and sign the letter found in ADS 300, Mandatory Reference for Best Practices Guide for Indirect Costing. Indirect rates proposed cannot be higher than the rates established in their Negotiated Indirect Cost Rate Agreement (NICRA). Offerors may propose a single ceiling rate covering the term of award or a ceiling rate in each applicable contract year. If an annual ceiling rate is proposed, USAID will average the ceiling indirect rates and use that figure for evaluation purposes.

- (i) The Offeror and each major subcontractor must include a complete copy of its most current NICRA or other documentation from its cognizant Government Audit Agency, if any, stating the most recent provisional indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.
- (ii) If the Offeror or major subcontractor does not have a cognizant Government Audit Agency, the proposal must include:
 - Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization). The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and
 - The most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

All the above instructions apply to small business offerors. However, if the small business offeror does not have a NICRA, the proposal must include either Audited Financial Statements or Reviewed Financial Statements as defined below:

1. Audited Financial Statements provide the auditor's opinion that the financial statements are presented fairly, in all material respects, in conformity with the applicable financial reporting framework. In an audit, the auditor is required by auditing standards generally accepted in the United States of America (GAAS) to obtain an understanding of the entity's internal control and assess fraud risk. The auditor also corroborates the amounts and disclosures included in the financial statements by obtaining audit evidence through

inquiry, physical inspection, observation, third-party confirmations, examination, analytical procedures and other procedures. The auditor issues a report that states that the audit was conducted in accordance with GAAS, the financial statements are the responsibility of management, provides an opinion that the financial statements present fairly in all material respects the financial position of the company and the results of operations are in conformity with the applicable financial reporting framework (or issues a qualified opinion if the financial statements are not in conformity with the applicable financial reporting framework. The auditor may also issue a disclaimer of opinion or an adverse opinion if appropriate).

2. Reviewed Financial Statements provide a certified CPA accountant's (referred to as "Accountant" or "CPA" herein) review; the accountant is not aware of any material modifications that should be made to the financial statements for the statements to be in conformity with the applicable federal financial reporting framework. During a review engagement, the Accountant obtains limited assurance that there are no material modifications that should be made to the financial statements. Therefore, the objective of a review of the financial statements is to obtain limited assurance that there are no material modifications that should be made to the financial statements. A review does not include obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records; or other procedures ordinarily performed in an audit. The CPA issues a report stating the review was performed in accordance with Statements on Standards for Accounting and Review Services; that management is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework and for designing, implementing and maintaining internal control relevant to the preparation.

The proposal must not include compiled financial statements. Compiled financial statements will not be accepted because the Accountant does not obtain or provide any assurance that there are no material modifications that should be made to the financial statements. That is, there is no assurance that the organization is misrepresenting costs on compiled financial statements which puts the agency at risk. The objective of compiled financial statements is to assist management in presenting financial information in the form of financial statements without undertaking to provide any assurance that there are no material modifications that should be made to the financial statements.

If the small business offeror receives an award based on the submission of Reviewed Financial Statements, within six months after the end of the small business offeror's fiscal year, they must submit an adequate final incurred cost proposal to the to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years in accordance with the Allowable Cost and Payment Clause FAR 52.216-7. The receipt of an adequate proposal by the audit office starts the audit process. This audit will establish the final indirect cost rate(s) for the audited year. Provisional rates will be updated as needed based on current information. USAID auditors will work with the small business to issue a NICRA establishing the proposed provisional indirect cost rates after award based upon

acceptable information submitted above

(e) Offerors must propose a fixed fee percentage ceiling (See Section B.5). The proposed fixed fee percentage ceiling will be used in the Price Evaluation Matrix and will be incorporated into the Contract as the maximum fixed fee percentage allowed for all TOs. Offerors may not propose a fixed fee percentage above the applicable statutory limit set forth in FAR 15.404-4. The proposed fee will not be applied to commodities.

(f) The Offeror must also provide a Prime and Subcontractor Percentage of Labor Overview Chart as an annex to the Cost/Business Proposal identifying the anticipated labor utilization for the prime and all subcontractors.

L.8.3 Fixed Fee Ceilings

The Offeror may not propose a fixed fee percentage above the statutory limit set forth in FAR § 15.404-4. The team members may not charge fixed fee at the prime level and also at the subcontracting level (if the teaming arrangement is a subcontracting one).

L.8.4 Part 3—IDIQ Small Business Subcontracting Plan

Every unrestricted, large business Offeror must submit a small business subcontracting plan at the IDIQ level in accordance with **Annex K**, taking into account USAID's current small business subcontracting goals.

L.8.5 Part 4—Representations, Certifications, and Other Statements of Offerors

- (a) The Offeror, team members, and each proposed major subcontractor must complete all "Representations, Certifications, and Other Statements of Offeror" as required in Section K, and sign and date on the last page in the space provided.
- (b) The Offeror must register with the System for Award Management ("SAM") prior to award per FAR Part 4. FAR Part 4.6, Contract Reporting, requires all successful Offerors to have a DUNS Number when the anticipated value of any single award is expected to be over \$2,500 or the local currency equivalent. The DUNS Number is the unique identifier that is used to retain information on all companies, organizations and people that have awards with the U.S. Government. All vendors, including foreign businesses and individuals, receiving USAID awards over this monetary threshold must obtain the DUNS Number themselves.
- (c) In addition, the Offeror, team members, and major subcontractors must include a completed copy of SF LLL -- Disclosure of Lobbying Activities (See Attachment No.: J.5).

L.8.6 Part 5—Policies and Procedures

If the Offeror does not have prior Federal contracting experience, or upon receiving a specific request from the Contracting Officer, the Offeror is required to submit a copy of Offeror's personnel policies, especially regarding salary and wage scales, fringe benefit, merit increases, promotions, leave, differentials, travel and per diem, procurement regulations, etc., as they will relate to this project.

In the Budget Narrative, the Offeror team members, and each proposed major subcontractor must indicate the number of hours and days in its normal workday and its normal workweek, both domestically and overseas, for employees and consultants. In addition, the Offeror and each proposed major subcontractor must indicate how paid absences (US holidays, local holidays, vacation and sick, other) are costed/recovered in its accounting system.

A standard work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The Offeror and major subcontractors must describe their workday and workweek policies and the method of accounting for paid absences for the Offeror and major subcontractors.

L.8.7 Part 6—Evidence of Responsibility

- (a) The Offeror must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR § 9.104-1. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR Subpart 19.6. Accordingly, prime Offerors must seriously address each element of responsibility. To be determined responsible, a prospective contractor must:
 - (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
 - (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
 - (3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). An Offeror will not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
 - (4) Have a satisfactory record of integrity and business ethics;
 - (5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and

safety programs applicable to materials to be produced or services to be performed by the prospective Contractor and subcontractors). (See FAR § 9.104-3(a));

(6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR § 9.104- 3(a)); and

(7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, Small Business Subcontracting, etc.).

- (b) The responsibility information that may be requested includes, but is not limited to, audited or certified financial statements, tax returns and other financial records necessary to establish responsibility. **Please note that this information is only required upon a specific request from the Contracting Officer or their representative.**

L.8.8 Part 7—Letters of Commitment (Team Members and Major Subcontractors)

The Cost Proposal must include a letter, on the organization's letterhead, and signed by an authorized representative of each team member and major subcontractor, which specifically indicates the organization's agreement to be included in the Offeror's proposed teaming arrangement. The representations and certifications, as set forth in Section K of this solicitation, must be completed by these organizations, with the last page signed.

L.8.9 Part 8—Information to Support Consent to Subcontractors

The Offeror must address each of the elements in FAR § 52.244-2 before the Contracting Officer may consent to the Offeror's proposed subcontractors with the initial award. The Offeror must identify all subcontractors and lower tier subcontractors, including local organizations, proposed to provide services under the IDIQ Contract.

L.8.10 Part 9—Joint Venture

If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this Solicitation and, if selected, they must perform the contract as a single entity and submit, as an attachment to the Cost proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed and respective responsibilities and method of work must be expressly stipulated. The Joint Venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of the resultant contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

L.8.11 Part 10 Information Concerning Work-Day, Work-Week, and Paid Absences under IDIQ

- (a) The Offeror and each proposed major subcontractor will indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the Offeror and each proposed major subcontractor will indicate how paid absences (US holidays, local holidays, vacation and sick) shall be covered.
- (b) A normal, work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work year of less than 2,080 hours to compute individuals' unburdened daily rates. The Offeror and major subcontractors shall describe their workday and workweek policies.
- (c) The workday and workweek policies and the method of accounting for paid absences for the Offeror and major subcontractors will be incorporated into the Contract in Section B.

L.9 INSTRUCTIONS FOR THE PREPARATION OF A BRANDING IMPLEMENTATION AND MARKING PLAN

As part of USAID's branding initiative and to ensure that implementing contractors communicate that the assistance is from the American People, the New Marking and Branding Policy Requirements for USAID direct acquisitions were issued on March 5, 2009 per the revised ADS 320–Branding and Marking that can be found at:
<https://www.usaid.gov/ads/policy/300/320>.

Offerors must submit a Branding Implementation Plan (BIP) and a Marking Plan (MP). These will be submitted as a separate annex to the technical proposal. These will be evaluated for sufficiency but will not be rated. The detailed Branding Implementation and Marking plans will be submitted for final review in the competitive range or before award. This B&M Plan, with any proposed exceptions, can be used to support aspects of the proposal specifically related to Nigeria's guiding principles, as well as communications and dialogue aspects of the technical approach.

Costs of Branding and Marking (ADS 320.3.6.3) should be included in the total estimated cost of the Offer; these costs are eligible for financing if reasonable, allocable, and allowable in accordance with the applicable cost principles.

Please note that USAID/Nigeria has waived marking requirements for selected locations in Nigeria. A copy of the waiver notification to USAID/Nigeria Implementing Partners is provided by this solicitation.

- (a) **Branding Implementation Plan (BIP)**

The contractor must comply with USAID branding and marking guidelines as outlined in ADS 320. The policy requires that contractors' and subcontractors' corporate identities or logos must not be used on USAID-funded program materials. Marking is also not required on contractor vehicles, offices, and office supplies or other commodities used solely for administration of the USAID-funded program. The PEPFAR and USAID identity must be used in compliance with the PEPFAR Branding Guidance and USAID Graphic Standards Manual to identify all project-related activities, events, materials, and public communications

Offerors must submit a Branding Implementation Plan (BIP) to address the Branding Strategy. The BIP must be submitted as an annex and as part of the Technical Proposal. While not rated during pre-award evaluation, an acceptable Branding Implementation Plan and Marking Plan must be provided in order to make any award. Preparation of an Offeror's Branding and Marking Plan should focus on the following:

- (1) Completeness of the plans;
- (2) Responsiveness to specific circumstances, implementation challenges and working Environments; and,
- (3) Comprehensiveness to include Contract deliverables and performance requirements.

The BIP from the apparently successful Offeror will be reviewed and shall be subject to approval prior to Contract award. The BIP will not be counted in the page limitation.

The BIP, developed by the Offeror(s), describes how the program will be communicated to the beneficiaries and promoted to host-country citizens. It outlines the events (press conferences, site visits, etc.) and materials (success stories, Public Service Announcements [PSAs] etc.) the prospective Offeror shall organize and produce to assist USAID deliver the message that the assistance is from the American people. More specifically, Branding Implementation Plan (see ADS 320.3.2.2) must address the following:

- (1) How to incorporate the message, "This assistance is provided by the American people through USAID", in communications and materials directed to beneficiaries, or provide an explanation if the message is not appropriate or possible.
- (2) How to publicize the program, program, or activity in Nigeria and a description of the communications tools to be used. Such tools may include the following: press releases, press conferences, media interviews, site visits, success stories, beneficiary testimonials, professional photography, videos, webcasts, e-invitations, or other e-mails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.
- (3) The key milestones or opportunities anticipated to generate awareness that the program, program, or activity is from the American people jointly sponsored by USAID and the Government of Nigeria, or an explanation if this is not appropriate or possible. Such milestones

may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following: launching the program, announcing research findings, publishing reports or studies, spotlighting trends, highlighting success stories, featuring beneficiaries as spokespeople, securing endorsements from partner municipalities, ministry or local organizations, promoting final or interim reports, and communicating program impact/overall results.

(b) **Marking Plan (MP)**

USAID's policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Marking Plan must be developed to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Standard Graphic identity. Where applicable, a host-country government or ministry symbol may be added. Except for the manufacturer's trademark on a commercial item, the corporate identities or logos of prospective contractors or subcontractors are not permitted on USAID-funded program materials and communications. Please refer to ADS section 320.3.2.4 for details for Marking Plan requirements.

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

(a) The Government may award a Contract without discussions with Offerors in accordance with FAR 52.215-1. Therefore, Offerors are to submit their best technical and cost proposals with their initial submissions. However, the Government reserves the right to conduct discussions if the Contracting Officer determines it to be necessary.

(b) The Government intends to evaluate Offerors in accordance with Section M of this RFP and make Contract award to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government. "Best value" is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, cost, and other factors.

(c) The submitted technical information will be evaluated by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government. When evaluating the competing Offerors, the Government will consider the written qualifications/capability information provided by the Offerors, and any other information obtained by the Government through its own research.

(d) For overall evaluation purposes, evaluation factors other than cost or price, when combined, are considered significantly more important than cost/price factors. The Contracting Officer will make the award to the Offeror whose proposal offers the best value to the Government considering technical, cost and other factors.

(e) The criteria listed below are presented by major category, so that Offerors will know which areas require emphasis in the preparation of information. Offerors will note that these criteria serve as the standard against which all technical information will be evaluated, and serve to identify the significant matters which Offerors will address.

M.2 RATING METHODOLOGY AND EVALUATION CRITERIA - IDIQ

(a) Non-Business/Cost Factors will be rated in the order of importance as indicated in the table below. However, all non-business/cost factors, when combined, are significantly more important than cost/price.

M.2.1 Factors for Evaluation - IDIQ

Each offeror will be evaluated based on the following factors and sub-factors:

M.2.2 Technical Proposal Evaluation Factors

- (a) The Offeror should note that the evaluation factors and sub factors presented in the below table (1) serve as the standard against which USAID will evaluate all proposals; (2) identify the significant matters that the Offeror should address in its proposal; and (3) reflect the requirements of this particular solicitation.
- (b) **Order of Importance.** USAID will evaluate offers on the basis of the below technical evaluation factors. Evaluation Factor 1 is more important than Evaluation Factor 2; Evaluation Factor 2 is more important than Evaluation Factor 3. All sub factors are of equal importance.

No.	Technical Evaluation Factors
1	Technical Approach
a	Situation Analysis
b	Comprehensive HIV care and Treatment Services Provision
c	Health Systems Approach
d	Monitoring, Evaluation and Learning
2	IDIQ Management Approach and Institutional Capacity
a	IDIQ Management and Implementation Plan
b	Institutional Capacity
3	Contractor Performance Information
a	Technical
b	Cost Control
c	Schedule
d	Management or Business Relations
e	Management of Key Personnel
f	Small Business Concerns

M.2.2.1 IDIQ Factors for Evaluation

USAID will evaluate the technical approach of the Offeror and its team (or the ability to obtain those capabilities) in order to efficiently and effectively provide the services required under Section C of this IDIQ, including the cross cutting areas. In particular, USAID will evaluate the following:

M.2.2.2 Technical Approach

FACTOR 1 – TECHNICAL APPROACH (See Section L.7.5)

The proposal will be evaluated by how each offeror demonstrates understanding of the HIV/TB epidemic context, implementation challenges, opportunities, complexities, and technical requirements, using an innovative, feasible and responsive approach to produce sustainable results to achieve all outcomes outlined in Section C.5 Also, on how cross-cutting issues of improving host country ownership, gender integration, environmental compliance and, sustainability will be incorporated in the implementation of the USAID Nigeria SHARP

Program. In particular, USAID will evaluate the following sub-factors:

a. Sub Factor 1: Situational Analysis

The extent to which the offeror analyzes available data and demonstrates a clear understanding of the HIV epidemiological context and challenges by geographic location including service coverage; identifies existing issues or gaps and takes into consideration the drivers of the HIV/TB epidemic.

b. Sub Factor 2: Comprehensive HIV Care and Treatment Service Provision

The extent to which the offeror demonstrates its capacity to reduce the unmet need; using data available on pepfar.org for the services outlined in Section C.5; using innovative and evidence based approaches in a high-impact, cost effective and targeted manner; applying context-appropriate and sustainable approaches towards attaining the UNAIDS's 90-90-90 goal in targeted scale up locations refer C.4.2.

c. Sub Factor 3: Health Systems Approach

The degree to which offerors apply their understanding of health systems challenges at various levels in relation to the delivery of the core interventions in Section C.5.2 and propose feasible and innovative approaches to transferring capacity to GON and local organizations for a sustainable HIV/TB response.

d. Sub Factor 4: Monitoring, Evaluation and Learning

The degree to which the described approach supports the GON for the routine collection and analysis of health data, including utilizing program data and operational research to improve adaptive management at patient, health facility, LGA and state levels.

M.2.2.3 Management Approach

FACTOR 2 - IDIQ MANAGEMENT APPROACH AND INSTITUTIONAL CAPACITY
(See Section L.7.6)

a. Sub Factor 1: IDIQ Management and Implementation Plan

The offerors proposed management framework demonstrates a systematic approach for implementing and monitoring the performance of the IDIQ and subsequent TOs. The proposed approach reflects leveraging the technical capabilities of sub-contractors.

b. Sub Factor 2: Institutional Capacity

Offeror demonstrates each partner's expertise and responsibilities to implement the core

interventions described in section C.5 and degree to which these capacities align and complement the prime's proposed effort.

M.2.2.4 Contractor Performance Information

FACTOR 3 - CONTRACTOR PERFORMANCE INFORMATION (See Section L.7.7)

1. USAID will use the performance information to make the responsibility determination and best value decision (best value at the IDIQ level only). USAID may use performance information obtained from sources other than the sources identified by the offeror/ subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L of this RFP and from other sources if the Contracting Officer finds the existing databases insufficient for evaluating an Offeror's performance.
2. Adverse past performance information to which the offeror previously has not had an opportunity to respond will be addressed in accordance with the policies and procedures set forth in FAR 15.3.
3. USAID will initially determine the relevance of similar past performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.
4. The contractor performance information determined to be relevant will be evaluated in accordance with the elements below:
 - a. **Technical**, including quality of product or service and consistency in meeting goals and targets.
 - b. **Cost control**, including forecasting costs as well as accuracy in financial reporting.
 - c. **Schedule**, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
 - d. **Management or business relations**, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements, management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.

- e. **Management of key personnel**, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.
 - f. For prime offerors who are not small business concerns, their **utilization of Small Business** concerns as subcontractors, including efforts in achieving small business participation goals.
5. An offeror's performance will not be evaluated favorably or unfavorably when:
- (1) The offeror lacks relevant performance history,
 - (2) Information on performance is not available, or
 - (3) The offeror is a member of a class of offerors where there is provision not to rate the class against a sub factor.

When this occurs, an offeror lacking relevant performance history is assigned a "neutral" rating. For example, a small business prime offeror will not be evaluated on its performance in using small business concerns. An exception to this "neutral" rating provision is when a non-small businesses prime has no history of subcontracting with small business concerns. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance."

M.3 COST/BUSINESS PROPOSAL EVALUATION

- (a) No cost evaluation will be performed on proposals determined to be non-responsive.
- (b) USAID will evaluate the cost proposed in the IDIQ Labor and Labor Matrix provided in **Sections B.8 and B.11** for completeness, reasonableness, allowability, allocability, and appropriateness of the proposed fee. This analysis will allow the Contracting Officer to determine the fairness and reasonableness of those proposed cost that will bind the Offeror at the IDIQ level. USAID will also evaluate the proposed cost provided in **Section B.12** for realism, reasonableness, completeness, and allowability.
- (c) According to the FAR, "cost realism means that cost in an Offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the Offeror's technical proposal." Thus, cost realism is an assessment of accuracy with which proposed costs represents the most probable cost of performance within each Offerors' technical and management approach. The cost realism analysis will inform the Contracting Officer's best value/tradeoff analysis.
- (d) USAID will not perform cost and realism analysis for those proposals the Technical Evaluation Committee or the Contracting Officer found "unacceptable" during the technical evaluation.

(e) The evaluation of the costs proposed in the Labor/ Labor Matrix for reasonableness will inform the source selection decision and bind the Offeror at the IDIQ level.

M.4 DETERMINATION OF COMPETITIVE RANGE

(a) The Government intends to evaluate proposals and may award a Contract without discussions. However, if the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals pursuant to FAR 15.306(c).

(b) Offerors are advised that, in accordance with FAR 52.215-1, the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.5 SOURCE SELECTION

(a) The overall evaluation methodology set forth above will be used by the contracting officer as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance with FAR 52.215- 1, and as set forth in Section M of this solicitation, award will be made by the contracting officer to the responsible Offeror(s) whose IDIQ proposal(s) represents the best value to the U.S. Government after evaluation in accordance with all factors and sub-factors in this solicitation.

(b) Tradeoff. This procurement utilizes the tradeoff process set forth in FAR 15.101-1. If the Contracting Officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the Contracting Officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection. Further, the Contracting Officer may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

END OF SECTION M